



Sunnyvale SD

Published: Aug 02, 2019 09:18 PM

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

819 West Iowa Avenue, Sunnyvale, Ca 94086

Our Mission: Sunnyvale School District provides every student with a strong foundation of academic, behavioral, and social-emotional skills to prepare them for success in a diverse, challenging, and changing world.

- *Agenda materials are available online and in the Superintendent's Office upon request.*
- *Individuals requiring special accommodations should contact the Superintendent's Office at least two working days before the meeting date.*

A. OPENING OF MEETING BY BOARD PRESIDENT

Quick Summary/Abstract:

The Board President shall announce that a recording is being made at the direction of the Board and that the recording may capture sounds of those attending the meeting.

1. Pledge of Allegiance

B. APPROVAL OF AGENDA

Quick Summary/Abstract:

Moved_____ Seconded_____ Board Action_____

C. APPROVAL OF MINUTES

Quick Summary/Abstract:

Moved_____ Seconded_____ Board Action_____

1. Regular board meeting of June 20, 2019

D. COMMENTS FROM THE BOARD AND SUPERINTENDENT

E. COMMENTS FROM THE PUBLIC

Quick Summary/Abstract:

This portion of the Agenda provides an opportunity for members of the public to directly address the Governing Board on any item of interest to the public; however, provisions of the Brown Act Government Code 54954.2(a) and .3 preclude any action being taken on any item not appearing on the posted agenda. Time limits allocated to public testimony are three (3) minutes per person and twenty (20) minutes per topic. Speakers are asked to give their name and affiliation so that an accurate record is reflected in the minutes.

F. COMMENTS FROM THE SUNNYVALE EDUCATION ASSOCIATION (3 minutes)

G. COMMENTS FROM THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (3 minutes)

H. REVIEW AND DISCUSSION

1. Revised Board Policy 1312.1 - Complaints Concerning District Employees (Picard)
2. Revised Board Policy 6011 - Academic Standards (Ahuja)
3. Revised Board Bylaw 9323.2 - Actions by the Board (Picard)
4. California Voting Rights Act - William Tunick of Dannis Woliver Kelley

I. PUBLIC COMMENT ON CLOSED SESSION ITEMS

J. ADJOURN TO CLOSED SESSION

Quick Summary/Abstract:

Public Employment: Principals, Assistant Principals, K-8 Teachers, Administrative Assistant I, Administrative Assistant II, Department Administrative Assistant, Food Services I, Para Educator - Behavior Technician, Para Educator - KLAS, KLAS Site Coordinator, Assessment Data & Student Information Assistant, Noon Aides

Public Employee Discipline/Dismissal/Release (GC 54957)

Conference with Legal Counsel - Anticipated Litigation

Significant exposure to litigation pursuant to Gov. Code, §54956.9, subd. (d)(2): One case

K. RECONVENE TO OPEN SESSION

1. Report from Closed Session

L. PRESENTATIONS

1. End-of-year Communications Report - Alia Wilson

M. REVIEW AND ACTION

1. Approval of Resolution No. 20-01 Authorizing the Issuance and Sale of the District's 2019 General Obligation Refunding Bonds in an Amount not to Exceed \$32,000,000 (Picard)
2. Approval of Resolution No. 20-02 Authorizing the Issuance and Sale of the District's General Obligation Bonds, Election of 2013, Series C in an Amount not to Exceed \$28,000,000 (Picard)

N. CONSENT AGENDA ITEMS

Quick Summary/Abstract:

Any item on the Consent Agenda is subject to review and discussion prior to being approved by the Board. If necessary, an item(s) may be removed for separate action. The public may address the Board regarding any item(s) on the Consent Agenda.

Moved _____ Seconded _____ Board Action _____

1. Approval of Change Order #01 – Columbia M.S. Exterior Improvements Project (Smiley)
2. Approval of Change Order #01 – Temporary Classrooms at Cumberland ES (Smiley)
3. Approval of Purchase Orders and Warrants June 2019 (van Gogh)
4. Approval of Purchase Orders and Warrants July 2019 (van Gogh)
5. Approval of Out-of-State Travel Request (Romander) (Ahuja)
6. Approval of General Contractor Agreements (AACI, SWING, Center for Reaching & Teaching the Whole Child, Santa Clara University, BMI Imaging Systems, Illuminate Education, Community Gatepath, Achievekids, CHAC, Briton Education, Adroit Advanced Technologies, El Camino Healthcare District, Zum Services, University of California, Santa Cruz, California Young World, CSU SF State, Greensport Assoc.)(Gallagher)
7. Approval of Consultant Contracts Agreements (Mischelle Valladares) (Gallagher)
8. Approval of Personnel Assignment Order 19-01 (Gallagher)

9. Acceptance of Donations to the District (Picard)

10. Approval of Fundraising Activities (Picard)

O. INFORMATION AGENDA

1. Revised Administrative Regulation 1312.1 - Complaints Concerning District Employees (Picard)

P. FUTURE MEETINGS/ADJOURNMENT

Quick Summary/Abstract:

Thursday, August 22, 2019, 7:00 p.m.
Special Board Development Meeting
District Office Board Room



Sunnyvale SD

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

C.1. Regular board meeting of June 20, 2019

Type:

Action

Attachments:

1. 6/20/19 Board Meeting Minutes



Published: Jun 13, 2019 05:48 PM

Minutes for BOARD OF EDUCATION Regular Board Meeting

Thursday, June 20, 2019

Open Session: 7:00 PM

Sunnyvale School District

Attendance:

Attendees	Present/Absent	Arrival	Departure
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Board of Education

Jeff Arnett	Present	7:00 PM	10:09 PM
Michelle Maginot	Present	7:00 PM	10:09 PM
Reid Myers	Present	7:00 PM	10:09 PM
Nancy Newkirk	Present	7:00 PM	10:09 PM
Bridget Watson	Present	7:00 PM	10:09 PM

Cabinet

Mala Ahuja	Present	7:00 PM	10:09 PM
Tasha Dean	Present	7:00 PM	10:09 PM
Michael Gallagher	Present	7:00 PM	10:09 PM
Benjamin Picard	Present	7:00 PM	10:09 PM

A. OPENING OF MEETING BY BOARD PRESIDENT

Minutes:

Board President Nancy Newkirk called the meeting to order at 7:00 p.m. She announced that the meeting is being recorded and that the recording may capture sounds of those attending the meeting.

1. Pledge of Allegiance

B. APPROVAL OF AGENDA

Votes:

Motion: Approval of the agenda as presented

Motion By: Reid Myers

Seconded By: Michelle Maginot

Jeff Arnett	YES
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Michelle Maginot	YES
Reid Myers	YES
Nancy Newkirk	YES
Bridget Watson	YES

Result: PASSED

C. APPROVAL OF MINUTES

Minutes:

Board member Jeff Arnett stated that he was not at the regular board meeting on June 6, 2019.

Votes:

Motion: Approval of the minutes as presented

Motion By: Reid Myers

Seconded By: Michelle Maginot

Jeff Arnett	ABSTAIN
Michelle Maginot	YES
Reid Myers	YES
Nancy Newkirk	YES
Bridget Watson	YES

Result: PASSED

1. Regular board meeting of June 6, 2019

D. COMMENTS FROM THE BOARD AND SUPERINTENDENT

Minutes:

Jeff Arnett:

- Shared that he was not at last meeting on 6/6/19 due a work conflict
- Shared that he really enjoyed the Employees of the Year Celebration
- Announced that he is the new Assistant Principal of the Santa Clara County Office of Education Alternative Education Department

Reid Myers:

- Attended a talk by a doctor on marijuana and the adolescent brain

- Met with consultant, Kathy Thibodeaux, who works with the developers of the Orchard Supply Hardware project regarding the impact on neighborhood schools
- Attended the Sunnyvale Education Foundation (SEF) meeting and shared that SEF has been around for five years now
- Shared that she was asked by SCCSBA President, Melissa Baten-Caswell, to run the Legislative Brunch to be held on March 7, 2020

Michelle Maginot:

- Met with Sunnyvale Middle School principal, Nabil Shahin
- Shared that she finished her last Masters in Governance class
- Shared that she spent the last four days in the Santa Cruz Mountains with over a hundred girls age 11 to 17

Bridget Watson:

- Shared that she has been travelling with family
- Attended packet review with Dr. Picard and Nancy Newkirk
- Attended the Citizens Bond Oversight Committee meeting
- Volunteered at Sunnyvale Middle School's summer bridge for AVID
- Helped teachers pack up their classrooms for the summer

Nancy Newkirk:

- Helped Communications Coordinator, Alia Wilson, with Golden Bell applications
- Proposed to update the Governance Handbook based on Brown Act training
- Requested that board members share their summer vacation plans to better schedule a board meeting should the need arise
- Shared that she may not be available to attend the first board meeting in September

Dr. Benjamin Picard, Superintendent:

- Shared that El Camino Healthcare District renewed the Healthcare community benefit grant in the amount of \$282,000

E. PRESENTATIONS

1. Citizens Bond Oversight Committee - Annual Report to the Board of Education - Charlie Shoemaker(Smiley)

Minutes:

Charlie Shoemaker shared that the Citizens' Oversight Committee reviews the expenses from funds associated with Sunnyvale School District's facility bond, Measure G of 2013, as well as the District's Parcel Tax of 2013. He reported that the Committee is satisfied that the parcel tax revenue and bond funds have been

spent appropriately and in accordance with the requirements set forth under Proposition 39 and the language associated with the Measure B Parcel Tax.

2. Community Health Awareness Council (CHAC): Changing Lives Together - Marsha Deslauriers

Minutes:

Community Health Awareness Council (CHAC) Executive Director, Marsha Deslauriers, shared that CHAC has been in partnership with Sunnyvale School District for ten years. She shared CHAC's history, mission, values, and strategic priorities, and how it improves student lives and student success. CHAC has two major areas -- the community clinic and school-based work. Ms. Deslauriers highlighted five key programs among many at the clinic: counseling services, Latinx Program, substance abuse and technology abuse programs, assessment clinic, and the Family Resource Centers. CHAC supports the District via multi-tiered systems of support and strives for effective service delivery model, improved access to more students, expedited service and quality care delivery, and expanded support for students.

3. All Learning is Social and Emotional: The Essence of the Whole Child - Dr. Tasha Dean, Dr. Michael Gallagher

Minutes:

Assistant Superintendent Tasha Dean shared that supporting students' social and emotional development produces robust gains in grades and test scores. Student achievement goes up, failure goes down. Ten years ago, the District began providing a few services with a small contract with CHAC to support needs that were emerging among students. Today SSD provides tiered SEL interventions that include intensive supports for students, parents, and staff, such as surveys, counseling services, programs like Expect Respect Group at Vargas and Second Step at San Miguel. Going forward, SEL will be a part of the District's MTSS, integrated into adult professional and student learning environments as well as district standards, policies, and practices.

Deputy Superintendent Michael Gallagher spoke of the SEL three-year rollout and evaluation, with focus on awareness, integration of our learning and practices to district wide implementation of SEL. Starting on Day 1 next school year with students, teaching social emotional cultural skills entails building trusting relationships, fostering self reflection, creating community, and responding constructively across differences. SSD is aligned with California's SEL guiding principles:

1. Adopt whole child development as the goal of education
2. Commit to equity
3. Build capacity

4. Partner with families and community
5. Learn and improve

F. COMMENTS FROM THE PUBLIC

Minutes:

No comments

G. COMMENTS FROM THE SUNNYVALE EDUCATION ASSOCIATION (3 minutes)

Minutes:

No comments

H. COMMENTS FROM THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (3 minutes)

Minutes:

No comments

I. REVIEW AND DISCUSSION

1. Possible Board Study Sessions or Presentations (Picard)

Minutes:

The Board identified the following topics of interest for future study sessions and/or presentations:

- Draft Technology Plan (Portion of the August 22 meeting)
- LCAP (Spring)
- Employee Evaluation, Coaching and Support Systems (combine topics)
- Child Nutrition Services
- Data Dive
- Education Equity & Addressing Implicit Bias (addressed at management retreat)
- Programs of Choice
- Arrange for a daytime tour of the Strive Program at Columbia Middle School

J. REVIEW AND ACTION

1. Public Hearing and Approval – School Attendance Boundaries Revisions: Ellis and San Miguel Elementary Schools, and Columbia and Sunnyvale Middle Schools (Smiley)

Minutes:

Chief Operations Officer Rob Smiley stated that there are developments coming online in the Lawrence Station Planning Area which can have an impact on Ellis

Elementary and Sunnyvale Middle Schools. Per the district demographer, it is anticipated that as many as 40 students (K-8) could come out of the 520 units that are under construction. Both Ellis Elementary and Sunnyvale Middle are impacted, and capacity exists nearby at San Miguel Elementary and Columbia Middle Schools.

Public Hearing Opened: 8:48 p.m. No public comments

Public Hearing Closed: 8:49 p.m.

Votes:

Motion: The Superintendent recommends that the Board of Education reassign the areas as shown in the attached maps labeled as “alternative”.

Motion By: Jeff Arnett

Seconded By: Reid Myers

Jeff Arnett	YES
Michelle Maginot	YES
Reid Myers	YES
Nancy Newkirk	YES
Bridget Watson	YES

Result: PASSED

2. Approval of Project – Ellis Modernization and New Classrooms Project (Smiley)

Minutes:

Mr. Smiley stated that Ellis Elementary School is the next school scheduled for renovation in accordance with the District's Adopted Facilities Master Plan. Funding for this renovation comes from Measure G which was approved by Sunnyvale voters in November of 2013, Measure GG which was approved by the Sunnyvale voters in November of 2018, and Developer Fees. A design committee has worked over the past 6 months to create a site plan, taking into consideration all possible factors to help layout a campus that is functional, provides increased parking, is appealing, and puts student safety as a top priority. The initial cost estimate provided by Aedis Architects for the project is \$51,581,050.

Votes:

Motion: The Superintendent recommends the Board of Education approve the Ellis Elementary School Renovation as authorized in the Facilities Standards and Master Plan adopted by the Board of Education in May of 2003 and grant authorization for

management to begin the bid process for the project once DSA approval is received.

Motion By: Michelle Maginot

Seconded By: Jeff Arnett

Jeff Arnett	YES
Michelle Maginot	YES
Reid Myers	YES
Nancy Newkirk	YES
Bridget Watson	YES

Result: PASSED

3. Approval of Project – Cherry Chase 6 New Kindergarten Classrooms Project (Smiley)

Minutes:

Mr. Rob Smiley stated that Cherry Chase Elementary School has continued work scheduled in accordance with the District's Adopted Facilities Master Plan. Funding for this renovation comes from Measure G which was approved by Sunnyvale voters in November of 2013 and Measure GG which was approved by the Sunnyvale voters in November of 2018. This project would allow the school to organize all six kindergarten classes, currently located in two opposite ends of the campus, into one professional learning community and have the kindergarten play area open directly to the field which would expand the recreational opportunities for the students without any additional supervision. District staff met with the Cherry Chase kindergarten team and leadership to review and develop the plan. Aedis Architects has provided an initial cost estimate of \$7,127,875 for the project.

Votes:

Motion: The Superintendent recommends the Board of Education approve the Cherry Chase 6 New Kindergarten Classrooms Project and grant authorization for management to begin the bid process for the project once DSA approval is received.

Motion By: Reid Myers

Seconded By: Michelle Maginot

Jeff Arnett	YES
Michelle Maginot	YES
Reid Myers	YES

Nancy Newkirk	YES
Bridget Watson	YES

Result: PASSED

4. Approval of Project – New Operations Warehouse and Asphalt Rehabilitation Project (Smiley)

Minutes:

Mr. Rob Smiley explained that as departments have changed over the years, the need for proper work areas and material storage has changed. Additionally the maintenance yard has had no significant maintenance or modernization work done in a number of years. The proposed high need project will allow more operational efficiencies for the maintenance and IT departments as well as provide space for those who are in need of additional organized storage. Aedis Architects is currently estimating that total project cost is \$5,595,620.

Votes:

Motion: The Superintendent recommends the Board of Education approve the New Operations Warehouse and Asphalt Rehabilitation Project and grant authorization for management to begin the bid process for the project once DSA approval is received.

Motion By: Jeff Arnett

Seconded By: Bridget Watson

Jeff Arnett	YES
Michelle Maginot	YES
Reid Myers	YES
Nancy Newkirk	YES
Bridget Watson	YES

Result: PASSED

5. Approval of Amendment #3 to Challenger School Lease – Hollenbeck Campus (Smiley)

Minutes:

Mr. Rob Smiley stated that the original lease from 1999 between Sunnyvale School District and Challenger School Foundation (Lessee) had the option for lease extensions if the Lessee provides timely notification of their interest in extending the lease. This will be the final extension of the original lease and will

expire on June 30, 2030. The lease is adjusted each July. This coming year the lease rate will be increased by 4%.

Votes:

Motion: The Superintendent recommends the Board of Education approve Amendment #3 to the Challenger School Lease.

Motion By: Reid Myers

Seconded By: Michelle Maginot

Jeff Arnett	YES
Michelle Maginot	YES
Reid Myers	YES
Nancy Newkirk	YES
Bridget Watson	YES

Result: PASSED

6. Approval of Resolution No. 19-13 Authorizing Contractor for Purchase of School Buses Pursuant to Public Contract Code 20118 (Smiley)

Minutes:

Mr. Rob Smiley stated that management is recommending that the Board authorize the purchase of five new buses from A-Z Bus Sales, Inc. utilizing the Bay Area Air Quality Management District grant approved by the Sunnyvale Board of Education on September 20, 2018. The new bus purchase also qualifies for additional funding through Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project program. This purchase utilizes a "piggyback" contract that was bid by Waterford Unified School District for School Buses. Waterford awarded the contract to A-Z Bus Sales and entered into an agreement on November 10, 2016. This agreement incorporating a piggyback contract for school buses has been reviewed and approved by District legal counsel.

Roll Call Vote:

Ayes: Jeff Arnett, Michelle Maginot, Reid Myers, Nancy Newkirk, Bridget Watson

Noes: None

Votes:

Motion: The Superintendent recommends that the Board of Education approve Resolution No. 19-13 authorizing a contract pursuant to public contract code 20118 and award the contract in the amount of \$923,771.50 to A-Z Bus Sales, Inc. for the purchase of school buses.

Motion By: Michelle Maginot

Seconded By: Reid Myers

Jeff Arnett	YES
Michelle Maginot	YES
Reid Myers	YES
Nancy Newkirk	YES
Bridget Watson	YES

Result: PASSED

7. Approval of Resolution No. 19-15 Authorizing Interfund Transfer for Technology Switch Refresh Project (van Gogh)

Minutes:

Chief Financial Officer Lori van Gogh stated that the District is budgeting \$2,250,000 for a network refresh in 2024-25 fiscal year. In order to manage and fund these planned expenditures, a \$375,000 per year transfer to the special reserve fund is proposed. Resolution No. 19-15 has been discussed with the district auditors and was prepared by legal counsel. It will ensure that the District keeps its network technology equipment current and is prepared for the expense as anticipated.

Roll call vote:

Ayes: Jeff Arnett, Michelle Maginot, Reid Myers, Nancy Newkirk, Bridget Watson

Noes: None

Votes:

Motion: The Superintendent recommends the Board of Education approve Resolution No. 19-15 authorizing an annual transfer of \$375,000 from the Unrestricted General Fund to the Special Reserve Fund beginning in 2018-2019 through 2024-2025 for a total of \$2,250,000 and a further authorization to transfer the funds back to the Unrestricted General Fund in 2024-2025 for the completion of the project.

Motion By: Reid Myers

Seconded By: Jeff Arnett

Jeff Arnett	YES
Michelle Maginot	YES

Reid Myers	YES
Nancy Newkirk	YES
Bridget Watson	YES

Result: PASSED

8. Approval of Resolution No. 19-16 Education Protection Account (van Gogh)

Minutes:

Chief Financial Officer Lori van Gogh explained that the passage of Proposition 30 necessitated the creation of an Education Protection Account (EPA) to receive and disburse revenues derived from the incremental increases in taxes. The EPA spending plan must be approved by the Board of Education, funds cannot be used for the salaries or benefits of administrators, and requires the District to publish on its website annually an accounting of how much money was received from the EPA and how the funds were expended.

Roll Call Vote:

Ayes: Jeff Arnett, Michelle Maginot, Reid Myers, Nancy Newkirk, Bridget Watson

Noes: None

Votes:

Motion: The Superintendent recommends the Board of Education approve Resolution No. 19-16 authorizing receipt and spending funds from the Education Protection Account for the 2018-2019 school year.

Motion By: Jeff Arnett

Seconded By: Michelle Maginot

Jeff Arnett	YES
Michelle Maginot	YES
Reid Myers	YES
Nancy Newkirk	YES
Bridget Watson	YES

Result: PASSED

9. Adoption of Amendment Resolution No. 19-14 - Local Agreement for Child Development Services (Van Mouwerik)

Minutes:

Assistant Superintendent Tasha Dean stated that this resolution must be adopted before Sunnyvale School District can enter into the agreement with the California Department of Education Child Care and Development services for 2019-2020. The rate is not to exceed \$52.17 per child per day of full-time enrollment with a Maximum Reimbursable Amount of \$748,833.00.

Roll Call Vote:

Ayes: Jeff Arnett, Michelle Maginot, Reid Myers, Nancy Newkirk, Bridget Watson

Noes: None

Votes:

Motion: The Superintendent recommends that the Board of Education approve Resolution No. 19-14 Agreement with the California Department of Education for the purpose of providing child care and development services.

Motion By: Reid Myers

Seconded By: Jeff Arnett

Jeff Arnett	YES
Michelle Maginot	YES
Reid Myers	YES
Nancy Newkirk	YES
Bridget Watson	YES

Result: PASSED

10. Approval of the 2019-2020 Local Control and Accountability Plan (LCAP) (Ahuja)

Minutes:

Assistant Superintendent Mala Ahuja stated that according to regulations, the District is required to hold a public hearing to give the public enough time for comments to be incorporated. A public hearing was held on June 6, 2019. There were no comments from the public.

Votes:

Motion: The Superintendent recommends that the Board of Education approve the 2019-20 Sunnyvale School District Local Control and Accountability Plan (LCAP).

Motion By: Michelle Maginot

Seconded By: Jeff Arnett

Jeff Arnett	YES
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Michelle Maginot	YES
Reid Myers	YES
Nancy Newkirk	YES
Bridget Watson	YES

Result: PASSED

11. Adoption of the 2019-2020 Budget (Under Separate Cover) (van Gogh)

Minutes:

Chief Financial Officer Lori van Gogh stated that there were no changes in the 2019-2020 Budget since it was last reviewed on June 6, 2019. She shared that current projections show adequate year-end fund balances in all funds. A public hearing was held on June 6, 2019. There were no comments from the public.

Votes:

Motion: The Superintendent recommends the Board of Education adopt the 2019-2020 Budget as presented.

Motion By: Reid Myers

Seconded By: Michelle Maginot

Jeff Arnett	YES
Michelle Maginot	YES
Reid Myers	YES
Nancy Newkirk	YES
Bridget Watson	YES

Result: PASSED

12. Local Control and Accountability Plan Addendum (Ahuja)

Minutes:

Assistant Superintendent Mala Ahuja explained that the LCAP Federal Addendum provides districts with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students. The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. The CDE emphasizes that the LCAP Federal Addendum should not drive LCAP

development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements the LCAP.

Votes:

Motion: The Superintendent recommends that the Board of Education approve the 2019-20 Sunnyvale School District Local Control and Accountability Plan (LCAP) Addendum.

Motion By: Jeff Arnett

Seconded By: Michelle Maginot

Jeff Arnett	YES
Michelle Maginot	YES
Reid Myers	YES
Nancy Newkirk	YES
Bridget Watson	YES

Result: PASSED

13. Approval of Employment Contracts for the Assistant Superintendent of Curriculum, Instruction and Assessment, Assistant Superintendent of Special Education and Student Services, and Deputy Superintendent of Human Resources (Picard)

Minutes:

In accordance with the Brown Act, Dr. Picard read the following report prior to the Board voting on the contracts.

The employment contracts for the Assistant Superintendent of Curriculum, Instruction, and Assessment, Assistant Superintendent of Special Education and Student Services, and Deputy Superintendent of Human Resources are attached for review and approval by the Board of Education. The contracts were reviewed and revised by District legal counsel to ensure compliance with State Education Code, Section 125 of the Internal Revenue Code, and current State Teachers' Retirement System statutes and regulations. The contracts provide for a one-year extension of the term, salary increase of 4% and 2% for fiscal years 2019-2020 and 2020-2021 respectively plus the previously agreed upon step increase for these deserving administrators, and an update of Section 5 Benefits allowing for the addition of dependent(s) who experience a qualifying event which makes them eligible for coverage during the term of this contract . The terms of the contracts are as follows:

Assistant Superintendent of Curriculum, Instruction and Assessment

TERM: Board hereby employs Assistant Superintendent for a period of three (3) years, commencing on the 1st day of July, 2019 and terminating on the 30th day of June, 2022. The annual salary of the Assistant Superintendent is \$264,406.41 for fiscal year 2019-2020, \$275,897.52 for fiscal year 2020-2021. Section 5 was updated to allow for the addition of dependent(s) who experience a qualifying event which makes them eligible for coverage during the term of this contract. All other terms of the Assistant Superintendent of Curriculum, Instruction and Assessment's contract shall remain unchanged and in effect.

Assistant Superintendent of Special Education and Student Services

TERM: Board hereby employs Assistant Superintendent for a period of three (3) years, commencing on the 1st day of July, 2019 and terminating on the 30th day of June, 2022. The annual salary of the Assistant Superintendent is \$256,083.28 for fiscal year 2019-2020, \$267, 212.66 for fiscal year 2020-2021. Section 5 was updated to allow for the addition of dependent(s) who experience a qualifying event which makes them eligible for coverage during the term of this contract. All other terms of the Assistant Superintendent of Special Education and Student Services' contract shall remain unchanged and in effect.

Deputy Superintendent of Human Resources

TERM: Board hereby employs Deputy Superintendent for a period of three (3) years, commencing on the 1st day of July, 2019 and terminating on the 30th day of June, 2022. The annual salary of the Deputy Superintendent is \$275,868.26 for fiscal year 2019-2020, \$287,857.49 for fiscal year 2020-2021. Section 5 was updated to allow for the addition of dependent(s) who experience a qualifying event which makes them eligible for coverage during the term of this contract. All other terms of the Deputy Superintendent's contract shall remain unchanged and in effect.

Votes:

Motion: The Superintendent recommends that the Board of Education approve the contracts for the Assistant Superintendent of Curriculum, Instruction, and Assessment, Assistant Superintendent of Special Education and Student Services, and the Deputy Superintendent of Human Resources as outlined above and enclosed herein.

Motion By: Reid Myers

Seconded By: Michelle Maginot

Jeff Arnett	YES
Michelle Maginot	YES
Reid Myers	YES

Nancy Newkirk	YES
Bridget Watson	YES

Result: PASSED

14. Approval of Employment Contract for the Superintendent (Picard)

Minutes:

In accordance with the Brown Act, Board President Nancy Newkirk read the following report prior to the Board voting on the contracts.

The employment contract for the Superintendent states that following a satisfactory job performance review, the Board of Education shall consider extending the term of employment for an additional year. The Superintendent has opted not to extend the term of employment. The contract remains the same as the previous contract except for the following modifications:

- The board meeting date June 20, 2019;
- Section 2. Compensation: Annual, monthly, and daily rates were revised to reflect a 4 percent and the step increase salary increase for 2019-2020;
- Section 5 - Benefits - Provisions updated to allow for the addition of dependent(s) who experience a qualifying event which makes them eligible for coverage during the term of this contract.

District Superintendent

TERM: Board hereby employs the Superintendent for a period of one (1) year, commencing on the 1st day of July, 2019 and terminating on the 30th day of June, 2020. The total annual salary of the Superintendent for Fiscal Year 2019-2020 as described in section 2A of the contract is \$363,200.77.

Votes:

Motion: The President of the Board of Education recommends that the Board of Education approve the contract for the Superintendent as outlined above and enclosed herein.

Motion By: Nancy Newkirk

Seconded By: Jeff Arnett

Jeff Arnett	YES
Michelle Maginot	YES
Reid Myers	YES
Nancy Newkirk	YES

Bridget Watson	YES
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Result: PASSED

K. CONSENT AGENDA ITEMS

Votes:

Motion: Approval of Consent Agenda items as listed

Motion By: Reid Myers

Seconded By: Bridget Watson

Jeff Arnett	YES
Michelle Maginot	YES
Reid Myers	YES
Nancy Newkirk	YES
Bridget Watson	YES

Result: PASSED

1. Approval of Purchase Orders and Warrants May 2019 (van Gogh)
2. Approval of Annual Child Care Facility Lease Renewals (Smiley)
3. Approval of Change Order #014 – Bishop Elementary School Modernization – Increment 1 & 2 – USS Cal Builders (Smiley)
4. Approval of Change Order #03 – Bishop Elementary School Modernization – Buildings D-1, D-2, G-1 and G-2 – American Modular Systems (Smiley)
5. Approval of Change Order #01 – Bishop Elementary School Modernization – Buildings H – American Modular Systems (Smiley)
6. Approval of Change Order #03 – Bishop Elementary School Modernization – Buildings F-1 and F-2 – American Modular Systems (Smiley)
7. Approval of Out-of-State Travel Request (Drips, Foeger, Hernandez, Thomas) (Ahuja)
8. Approval of Consultant Contracts Agreements (Lustig, Ahmed) (Gallagher)
9. Approval of General Contractor Agreements (Blackboard, Stanford University, Starting Arts, Houghton Mifflin Harcourt, Gateway Learning Group, Creative Learning Center, SCCOE, Psyched Services, Medical Billing Technologies) (Gallagher)

10. Approval of Personnel Assignment Order 18-21 (Gallagher)

11. Approval of Fundraising Activities (Picard)

L. INFORMATION AGENDA

Minutes:

There were no questions or comments on the following Information Agenda item:

1. Williams Uniform Complaint Settlement Quarterly Report (Gallagher)

M. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Minutes:

No comments

N. ADJOURN TO CLOSED SESSION

Minutes:

Board President Newkirk adjourned the meeting to closed session at 9:45 p.m.

O. RECONVENE TO OPEN SESSION

1. Report from Closed Session

Minutes:

Board President Newkirk reconvened the meeting to open session at 10:09 p.m. She announced that during closed session, the Board discussed: public employment, public employee discipline/dismissal/release, and consideration of student suspension or other disciplinary action not expulsion.

The Board did not take action on any item discussed in closed session.

P. FUTURE MEETINGS/ADJOURNMENT

Minutes:

Board President Newkirk announced that the next meeting of the Board of Education is a regular board meeting scheduled for Thursday, August 8, 2019, at the District Office Board Room. Ms Newkirk adjourned the meeting at 10:09 p.m.



Sunnyvale SD

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

H.1. Revised Board Policy 1312.1 - Complaints Concerning District Employees (Picard)

Type:

Discussion

Description:

Board Policy 1312.1 - Complaints Concerning District Employees was updated to reflect a court decision which held that a district cannot bar criticism of employees at public board meetings, and to add referral of complainants to the appropriate complaint procedures when concerns are expressed at a board meeting or to an individual board member outside a board meeting. Policy includes material formerly in the Administrative Regulation (AR) regarding reports against employees for child abuse or neglect, and adds circumstances under which complaints should be addressed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures or AR 4030 - Nondiscrimination in Employment. Policy also adds material related to the investigation of a complaint, including an anonymous complaint.

The revised accompanying AR 1312.1 - Complaints Concerning District Employees can be found under Information Agenda items for your review.

All revisions are in bold text.

Attachments:

1. BP1312.1 Complaints Concerning District Employees

Community Relations

Complaints Concerning District Employees

The Governing Board recognizes its accountability to the public for the quality of the district's educational program and the performance of district employees. The district shall provide a process by which a complaint submitted by any person regarding an employee can be resolved impartially, expeditiously, and with minimal disruption to district operations and the educational program.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

When a concern regarding an employee is presented during a Board meeting or to an individual Board member or employee outside of a Board meeting, the complainant shall be informed of the appropriate complaint procedure.

(cf. 9323 - Meeting Conduct)

Any complaint regarding the Superintendent shall be initially filed in writing with the Board. The Board shall consult with legal counsel or appoint an appropriate agent to conduct the investigation.

The Superintendent or designee shall determine whether a complaint against any other employee should be considered a complaint against the district and/or an individual employee, and whether it should be resolved by the district's process for complaints concerning personnel and/or other district procedures. Any complaint of child abuse or neglect alleged against a district employee shall be reported to the appropriate local agencies in accordance with law and BP 5141.4 - Child Abuse Prevention and Reporting. Any complaint alleging that an employee engaged in unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) in district programs and activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures. Any complaint by an employee, job applicant, volunteer, intern, or independent contractor alleging unlawful discrimination or harassment by an employee shall be filed in accordance with AR 4030 - Nondiscrimination in Employment.

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 3555 - Nutrition Program Compliance)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4144/4244/4344 - Complaints)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

Any complaint subject to this policy and the accompanying administrative regulation shall be investigated by the principal, the employee's immediate supervisor, the Superintendent or designee, legal counsel, agent of the Board, and/or other appropriate person who is not the subject of the complaint or subordinate to the employee charged in the complaint. The complainant and the employee shall have an opportunity to present information relevant to the complaint.

A complaint that is filed anonymously may be investigated by the Superintendent or designee depending on the specificity and reliability of the information.

If a complainant requests confidentiality, the Superintendent or designee shall inform the complainant that the request may limit the district's ability to investigate the employee's conduct or take other necessary action. However, the Superintendent or designee shall take all reasonable steps to investigate and resolve the complaint without divulging the complainant's identity.

The Board prohibits retaliation against complainants.

Legal Reference:

EDUCATION CODE

33308.1 Guidelines on procedure for filing child abuse complaints

35146 Closed sessions

44031 Personnel file contents and inspection

44811 Disruption of public school activities

44932-44949 Resignation, dismissal and leaves of absence (rights of employee; procedures to follow)

48987 Child abuse guidelines

GOVERNMENT CODE

54957 Closed session; complaints re employees

54957.6 Closed session; salaries or fringe benefits

PENAL CODE

273 Cruelty or unjustifiable punishment of child

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

300 Minors subject to jurisdiction of juvenile court

COURT DECISIONS

Baca v. Moreno Valley Unified School District, (1996) 936 F. Supp. 719

Policy

adopted: ~~March 16, 1995~~

SUNNYVALE SCHOOL DISTRICT
Sunnyvale, California



Sunnyvale SD

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

H.2. Revised Board Policy 6011 - Academic Standards (Ahuja)

Type:

Discussion

Description:

Board Policy 6011 – Academic Standards has been updated to reflect the State Board of Education’s adoption of the Common Core Standards. Policy also adds language regarding (1) involvement of representatives of businesses and postsecondary institutions in the recommendation of district standards; (2) alignment of standards with graduation requirements and other student outcomes; and (3) review of standards in response to changing student needs.

Revisions to the policy are in bold text.

Attachments:

1. BP 6011 - Academic Standards

Instruction

Academic Standards

The Governing Board shall adopt high standards for student achievement which challenge all students to reach their full potential and specify what students are expected to know and to be able to do at each grade level and in each area of study. These standards shall reflect the knowledge and skills needed for students to be adequately prepared for higher education, employment, and responsible citizenship.

The Superintendent or designee shall provide the Board with recommended standards using a process that involves teachers, school site and district administrators, students, parents/guardians, representatives from business/industry and postsecondary institutions, and/or community members. He/she shall ensure the proper articulation of standards between grade levels and the alignment of the standards with the district's vision and goals and other desired student outcomes. He/she also shall ensure that the standards are easily understandable and measurable.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

District content standards for English language arts, English language development, mathematics, science, health education, history-social science, physical education, visual and performing arts, world languages and preschool education shall meet or exceed statewide model content standards adopted by the State Board of Education or the State Superintendent of Public Instruction as applicable.

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6142.2 - World/Foreign Language Instruction)

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6142.94 - History-Social Science Instruction)

(cf. 6174 - Education for English Learners)

District curriculum, instruction, student assessments, and evaluations of the instructional program shall be aligned with district content standards. In accordance with Education Code 44662, standards of expected student achievement also shall be used in evaluating teacher performance.

(cf. 0500 - Accountability)

(cf. 4115 - Evaluation/Supervision)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6143 - Courses of Study)

(cf. 6162.5 - Student Assessment)

(cf. 6190 - Evaluation of the Instructional Program)

Teachers and school administrators shall receive ongoing professional development to inform them of changes in the standards and to build their capacity to implement effective standards-based instructional methodologies.

(cf. 4131 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall annually communicate the applicable standards to students and their parents/guardians to inform them of the expectations for student learning at their grade level.

Staff shall continually assess students' progress toward meeting the standards, report each student's progress to the student and his/her parents/guardians, and offer remedial assistance in accordance with Board policy and administrative regulation.

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6177 - Summer Learning Programs)

(cf. 6179 - Supplemental Instruction)

The Superintendent or designee shall ensure that district standards are regularly reviewed and updated as necessary. At a minimum, district standards shall be reviewed whenever applicable statewide standards are revised and in response to changing student needs.

Legal Reference:

EDUCATION CODE

44662 Evaluation of certificated employees

51003 Statewide academic standards

60605-60605.9 Adoption of statewide academically rigorous content and performance standards

UNITED STATES CODE, TITLE 20

6311 State academic standards and accountability for Title I, Part A

Management Resources:

CSBA PUBLICATIONS

Common Core Standards, Fact Sheet, August 2010

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Next Generation Science Standards for California Public Schools, Kindergarten Through Grade Twelve, September 2013

California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. March 2013

California Career Technical Education Model Curriculum Standards, January 2013

California Common Core State Standards: Mathematics, rev. January 2013

California Preschool Learning Foundations, Vol. 3, 2012

English-Language Development Standards for California Public Schools, Kindergarten Through Grade Twelve, November 2012

California Preschool Learning Foundations, Vol. 2, 2010

Model School Library Standards for California Public Schools, Kindergarten Through Grade Twelve,

September 2010

World Language Content Standards for California Public Schools, Kindergarten Through Grade Twelve, January 2009

California Preschool Learning Foundations, Vol. 1, January 2008

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, March 2008

Physical Education Model Content Standards for California Public Schools, Kindergarten Through Grade Twelve, January 2005

Visual and Performing Arts Content Standards for California Public Schools, Prekindergarten Through Grade Twelve, January 2001

History-Social Science Content Standards for California Public Schools, Kindergarten Through Grade Twelve, October 1998

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Common Core State Standards Initiative: <http://www.corestandards.org>

Council of Chief State School Officers: <http://www.ccsso.org>

National Governors Association Center for Best Practices: <http://www.nga.org/center>

U.S. Department of Education: <http://www.ed.gov>

Policy

adopted: ~~May 16, 2002~~

SUNNYVALE SCHOOL DISTRICT
Sunnyvale, California



Sunnyvale SD

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

H.3. Revised Board Bylaw 9323.2 - Actions by the Board (Picard)

Type:

Discussion

Description:

Board Bylaw 9232.2 - Actions by the Board was updated to reference the timelines by which a civil action may be filed to determine the applicability of the Brown Act to past board actions, and to clarify the circumstances under which a board action cannot be invalidated.

Exhibit 1 was updated to consolidate several items related to siting a community day school on an existing school site, add board action to respond to an emergency facilities condition without giving notice for bids to let contracts (requiring two-thirds vote for three-member boards, or four-fifths vote for five-member and seven-member boards), and reflect NEW LAW (AB 2249) which amends the threshold requirements for public works projects bid pursuant to the Uniform Public Construction Cost Accounting Act. The section on "Actions Requiring a Unanimous Vote of the Board" was updated to further explain the ability to authorize the use of day labor or force account and/or waive the competitive bid process when the board determines that an emergency exists..

Exhibit 2 contains minor revision for clarity.

All revisions are in bold text.

Attachments:

1. BB9323.2 Actions by the Board
2. Exhibit 9323.2

Board Bylaws

Actions by the Board

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164)

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9012 - Board Member Electronic Communications)

(cf. 9200 - Limits of Board Member Authority)

An "action" by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members
2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision
3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

(cf. 9324 - Minutes and Recordings)

Action on Non-Agenda Items

After publicly identifying the item, the Board may take action on a subject not appearing on the posted meeting agenda under any of the following conditions: (Government Code 54954.2)

1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5
2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted
3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

Challenging Board Actions

The district attorney's office or any interested person may file an action in court **for the purpose of:**

(Government Code 54960, 54960.2)

1. **Stopping or preventing** the Board's violation or **threatened violation** of the Brown Act
2. **Determining** the applicability of the Brown Act to ongoing or future threatened Board actions
3. **Determining the applicability of the Brown Act to a past action of the Board that is not specified in Government Code 54960.1, provided that:**
 - a. **Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.**
 - b. The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.
 - c. **The action is brought within the time required by Government Code 54960.2.**
4. **Determining** the validity, under **state** or federal law, of any Board rule or action **which penalizes** any of its members or otherwise **discourages their** expression
5. **Compelling** the Board to audio record its closed sessions because of **a court's finding of the Board's** violation of any applicable Government Code provision

The district attorney or any interested person may **file an action in court to nullify** a Board action which is **alleged to be** in violation of law regarding any of the following: (Government Code 54960.1)

1. Open meeting and teleconferencing (Government Code 54953)
2. Agenda posting (Government Code 54954.2)
3. Closed session item descriptions (Government Code 54954.5)
4. New or increased tax assessments (Government Code 54954.6)
5. Special meetings (Government Code 54956)
6. Emergency meetings (Government Code 54956.5)

Prior to bringing any action to nullify a Board action, the district attorney or other interested person shall present a demand to "cure and correct" the alleged violation. The demand shall clearly describe the challenged action and the nature of the alleged violation and shall be presented to the Board in writing within 90 days of the date when the action was taken. If the alleged violation concerns action taken in an open session but in violation of Government Code 54954.2 (agenda posting), the written demand must be made within 30 days of the date when the alleged action took place. (Government Code 54960.1)

Within 30 days of receiving the demand, the Board shall do one of the following: (Government Code 54960.1)

1. Cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct.
2. Determine not to cure or correct the alleged violation and inform the demanding party in writing of its decision to not cure or correct.
3. Take no action. If the Board takes no action within the 30-day period, its inaction shall be considered a decision not to cure or correct the **challenged** action.

Legal Reference:

EDUCATION CODE

15266 School construction bonds
17466 Declaration of intent to sell or lease real property
17481 Lease of property with residence for nondistrict purposes
17510-**17512 Leasing for production of gas, resolution** requiring unanimous vote
17546 Private sale of personal property
17556-17561 Dedication of real property
35140-35149 Meetings
35160-35178.4 Powers and duties
48660-48661 Community day schools, establishment and restrictions

CODE OF CIVIL PROCEDURE

425.16 Special motion to strike in connection with a public issue
1245.240 Eminent domain vote requirements
1245.245 Eminent domain, resolution adopting different use

GOVERNMENT CODE

53090-53097.5 Regulation of local agencies by counties and cities
53724 Parcel tax resolution requirements
53790-53792 Exceeding the budget
53820-53833 Temporary borrowing
53850-53858 Temporary borrowing
54950-54963 The Ralph M. Brown Act, especially:
54952.6 Action taken, definition
54953 Meetings to be open and public; attendance; **prohibition against** secret ballots
54960-54960.5 Actions to prevent violations
65352.2 Coordination with planning agency

PUBLIC CONTRACT CODE

3400 Bid specifications
20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder
20113 Emergencies, award of contracts without bids
20114 Repairs, maintenance, and improvements to district facilities by day labor or force account
22034 Uniform Public Construction Cost Accounting Act informal bidding ordinance
22035 Repair or replacement of facilities in case of emergency
22050 Emergency contracting procedures

COURT DECISIONS

Los Angeles Times Communications LLC v. Los Angeles County Board of Supervisors (2003) 112 Cal.App.4th 1313
McKee v. Orange Unified School District (2003) 110 Cal.App.4th 1310
Bell v. Vista Unified School District (2002) 82 Cal.App.4th 672
Boyle v. City of Redondo Beach (1999) 70 Cal.App.4th 1109

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, **2014**

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Local Legislative Bodies, 2003

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

Open and Public IV: A Guide to the Ralph M. Brown Act **2nd Edition, rev. July 2010**

WEB SITES

CSBA: <http://www.csba.org>

Institute for Local Government: <http://www.ca-ilg.org>

Office of the Attorney General: <http://www.oag.ca.gov>

Bylaw
adopted: ~~April 4, 2013~~

SUNNYVALE SCHOOL DISTRICT
Sunnyvale, California

Exhibit

Actions by the Board

Exhibit 1

ACTIONS REQUIRING A **SUPER** MAJORITY VOTE

Actions Requiring a Two-Thirds Vote of the Board:

1. Resolution declaring **the Governing Board's** intention to sell or lease real property (Education Code 17466)

(cf. 3280 - Sale or Lease of District-Owned Real Property)

2. Resolution declaring **the Board's** intent to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)

3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)

4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)

5. Request for temporary borrowing of funds needed for immediate requirements of the district to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)

6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, **action to render** city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

(cf. 7131 - Relations with Local Agencies)

(cf. 7150 - Site Selection and Development)

(cf. 7160 - Charter School Facilities)

7. When the district is organized to serve only grades K-8, action to establish a community day school for any of grades K-8 (Education Code 48660)

(cf. 6185 - Community Day School)

8. When the district is organized to serve only grades K-8, has an average daily attendance (ADA) of 2,500 or less, or desires to operate a community day school to serve any of grades K-6 (and no higher grades) and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

9. Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

(cf. 7214 - General Obligation Bonds)

10. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

(cf. 7213 - School Facilities Improvement Districts)

11. Resolution to place a parcel tax on the ballot (Government Code 53724)

12. Resolution of necessity to proceed with an eminent domain action and, if the Board **subsequently** desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)

2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

Actions Requiring a Four-Fifths Vote of the Board:

1. **Expenditure** and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

(cf. 3110 - Transfer of Funds)

2. Resolution **for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing** (Government Code 53822, 53824)

3. **Resolution for district borrowing**, between July 15 and August 30 **of any fiscal year**, of up to 25 percent of the estimated income and revenue to be received by the district during **that** fiscal year from apportionments based on **ADA** for the preceding school year (Government Code 53823-53824)

4. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)

5. When the district has a five-member or seven-member Board, action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

6. Resolution to award a contract for a public works project at \$212,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the Uniform Public Construction Cost Accounting Act for projects of \$200,000 or less, all bids received are in excess of \$200,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

(cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)

Actions Requiring a Unanimous Vote of the Board:

1. Resolution authorizing and prescribing the terms of a lease of **district property** for extraction and taking of gas **not associated with oil** (Education Code 17510-17511)
2. **Authorization of the use of day labor or force account, or waiver** of the competitive bid process pursuant to Public Contract Code 20111, when the Board determines that an emergency exists **requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property**, and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than \$2,500. Disposal of surplus property or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

Exhibit(2) 9323.2

ACTIONS BY THE BOARD

UNCONDITIONAL COMMITMENT LETTER

To: (Name of district attorney or any interested person)

The Governing Board of Sunnyvale School District has received your cease and desist letter dated (date) alleging that the following past action taken by the Board violates the Ralph M. Brown Act: (Describe alleged past action as set forth in the cease and desist letter.)

In order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, the Board hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action described above. The Board may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as "Rescission of Brown Act Commitment." You will be provided with written notice, sent by any means or media you provide in response to this message, to whatever address(es) you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, a notice will be delivered to you by the same means as this commitment, or by mail to an address that you have designated in writing, and you will have the right to commence legal action pursuant to Government Code 54960(a).

Sincerely,

(Name)

(Title of Board President or other designee)



Sunnyvale SD

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

H.4. California Voting Rights Act - William Tunick of Dannis Woliver Kelley

Type:

Discussion

Description:

The Board will receive a presentation from William Tunick of Dannis Woliver Kelley regarding the California Voting rights Act (CVRA). The presentation will review the CVRA's application to school district governing board elections and review how other school districts and local agencies have responded to the CVRA. It will also provide an overview of the options available to the Board at this time.

Attachments:

1. CA Voting Rights Act Presentation



DANNIS WOLIVER KELLEY

Attorneys at Law

California Voting Rights Act Sunnyvale School District

August 8, 2019

William B. Tunick

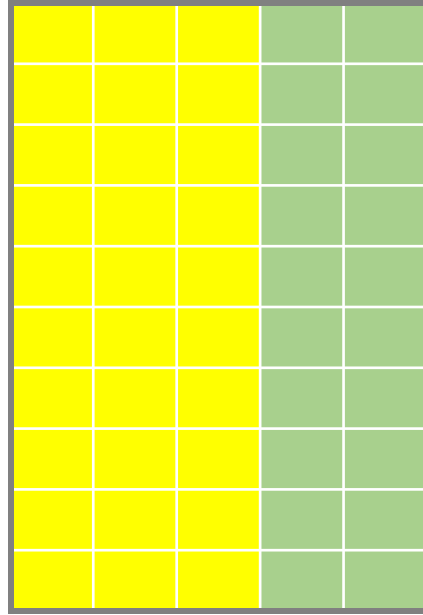
This training is provided for educational, compliance and loss-prevention purposes only, and absent the express prior agreement of DWK, does not create or establish an attorney-client relationship.
The training is not itself intended to convey or constitute legal advice for particular issues or circumstances. Contact a DWK attorney for answers to specific questions.

The CVRA

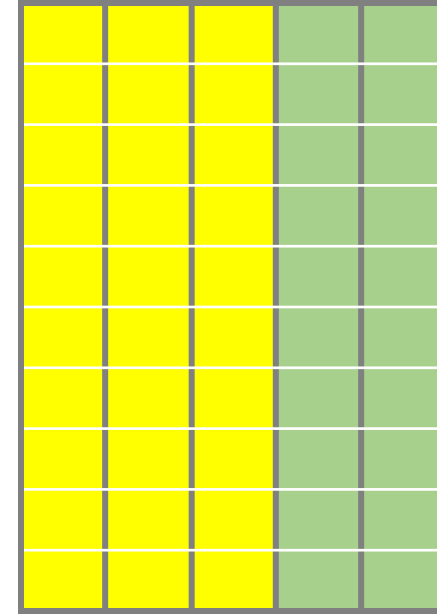
- What it is?
 - State law enacted in 2002.
 - Elections Code, §§ 14025 to 14032.
 - Enacted in response to difficulties using the Federal Voting Rights Act (FVRA) to challenge voting systems.
- What it is *not*?
 - Not the same as the FVRA.
 - Not an absolute prohibition on certain types of elections.
 - Does not require intent.
 - No established timeline for compliance.
 - Not a formula/numerical standard.



At Large v. Trustee Areas



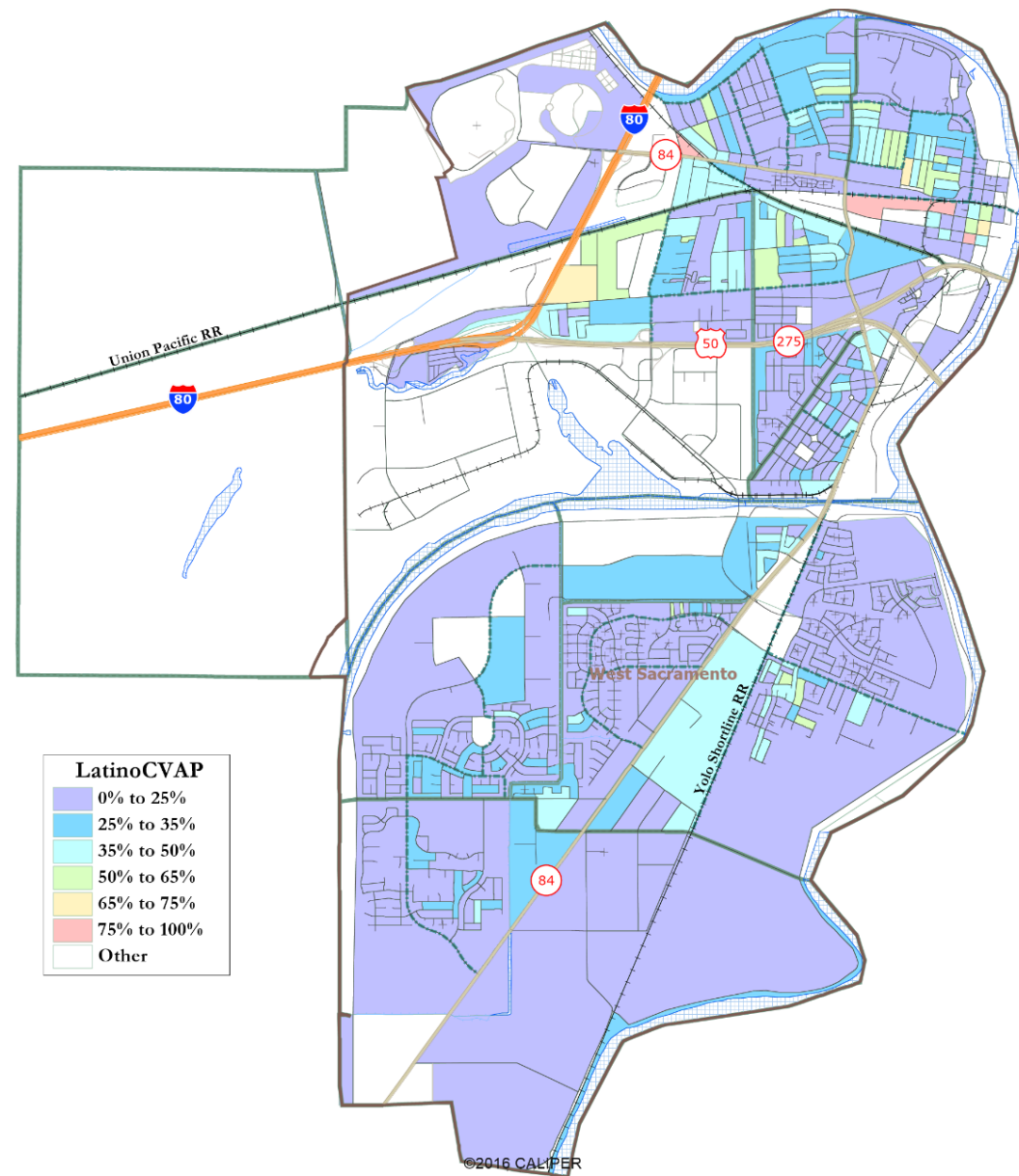
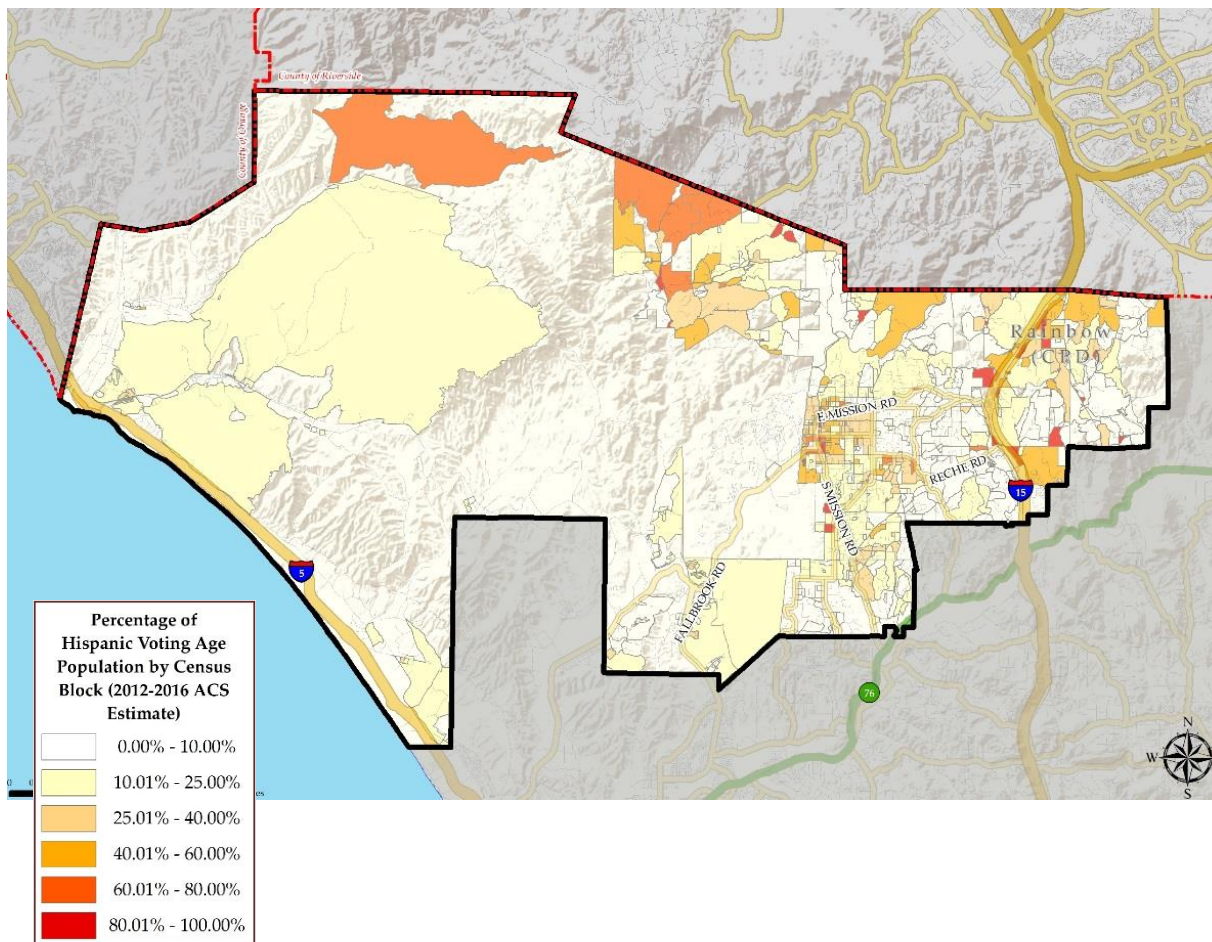
Majority Wins Every Election
Minority Wins Zero Elections



Majority Wins Three Elections
Minority Wins Two Elections



DANNIS WOLIVER KELLEY
Attorneys at Law



DANNIS WOLIVER KELLEY
Attorneys at Law

The CVRA's Prohibition

“An at-large method of election may not be imposed or applied in a manner that impairs the ability of a protected class to elect candidates of its choice or its ability to influence the outcome of an election, as a result of the dilution or the abridgment of the rights of voters who are members of a protected class....”

(Elec. Code, § 14027)



→ Federal litigation challenging constitutionality of the CVRA. (*Higginson v. Becerra*.)



DANNIS WOLIVER KELLEY
Attorneys at Law

Elements of the CVRA

Three requirements for finding a violation:

1. At-large election system.
2. “the minority group must be able to show it is politically cohesive,”
“showing a significant number of minority group members usually vote for the same candidate.”
3. “the minority must be able to demonstrate that the white majority votes sufficiently as a bloc to enable it ... to defeat the minority’s preferred candidate.”

(*Yumori-Kaku v. City of Santa Clara* [June 6, 2018].)



Elements of the CVRA

- Additional considerations:
 - election outcomes;
 - practices that enhance vote dilution; or,
 - past discrimination.
- Plaintiffs must show required elements by a “preponderance of the evidence.”

(Yumori-Kaku v. City of Santa Clara.)



DANNIS WOLIVER KELLEY
Attorneys at Law

Remedies

- Litigation over violation.
- *Substantial* attorneys' fees possible.
 - *Awarded or agreed to in every CVRA case.*
- “Appropriate remedies” imposed by a court:
 - Draw trustee area boundaries;
 - Alternative voting systems; and,
 - Enjoin election or election results.



Timelines & Remedies

- Challenger must first send notice of challenge.
 - May not file suit within 45 days of notice.
- District may adopt intent resolution:
 - “outlining its intention to transition,”
 - with “specific steps;” and,
 - “an estimated time frame.”
- Suit may not be filed within 90/180 days of resolution.
- If resolution/transition follows notice from challenger, challenger is entitled to receive reimbursement for cost of notice up to \$30,000.



Recent CVRA Activity

California school district among latest to change board elections to better reflect diversity of community

More than 190 school districts statewide have switched how they elect board members

Sunnyvale Council Approves Plan For Transition To By-District Council Elections

Hollister board moves toward trustee area elections

Adopts resolution initiating format change by 2020

By **Scott Forstner** - July 24, 2019

San Rafael school board to switch to district elections

District receives warning letter from Malibu attorney

Council Appoints New Committee To Amend Charter For By-District Elections

Carolyn Schuk

POSTED 03:25 PM, July 11, 2019 | UPDATED AT 03:37 PM, July 11, 2019



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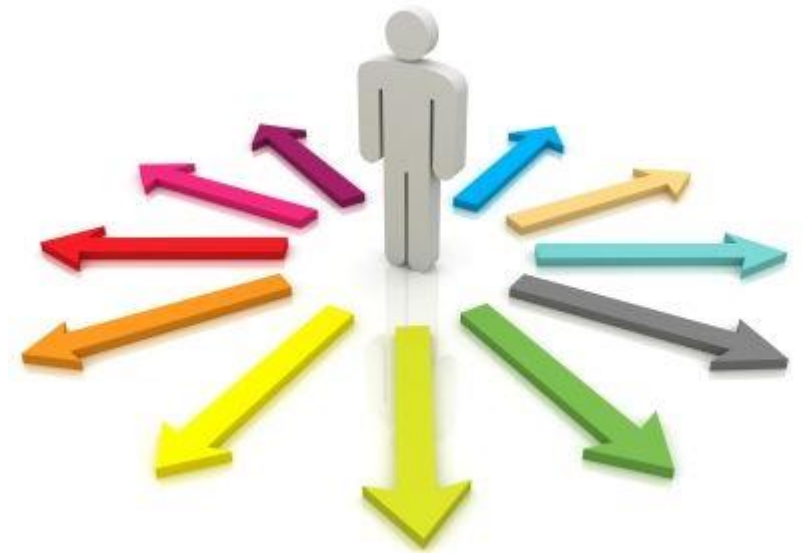
Board Options

Prior to receiving a letter:

- 1) Maintain current at-large elections.
- 2) Transition to by-trustee area elections in near term.

After receiving a letter:

- 1) Contest allegations/potential litigation.
- 2) Transition to by-trustee area elections within 90/180 days.



Transition Process

- Three Phases:
 - 1) Pre-map
 - 2) Map development/adoption
 - 3) Implementation



Pre-Map (Phase 1)

- Goals:
 - Engage & inform public.
 - Begin gathering input on maps (two hearings required).
- Steps:
 - Intent resolution
 - Line drawing presentation
 - First pre-map public hearing
 - Second pre-map public hearing



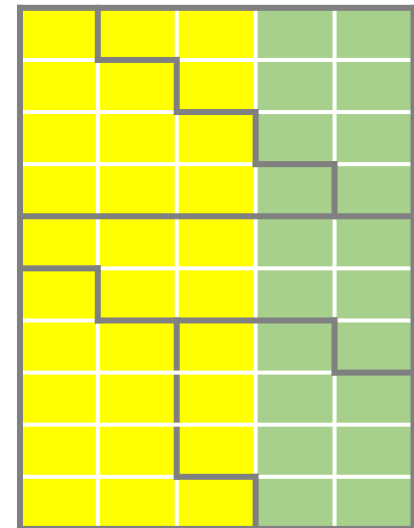
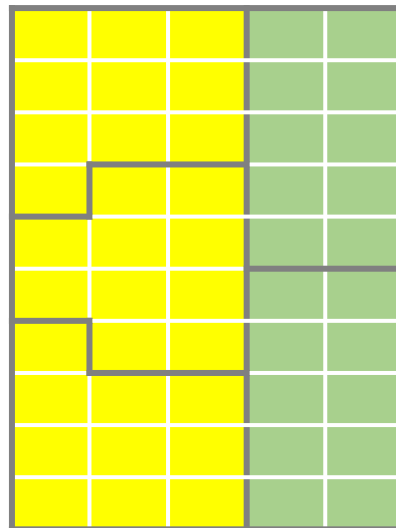
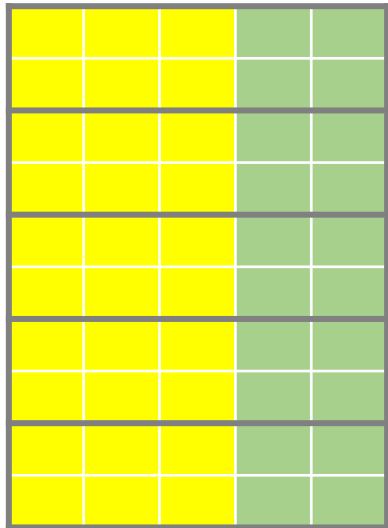
Map Development/Adoption (Phase 2)

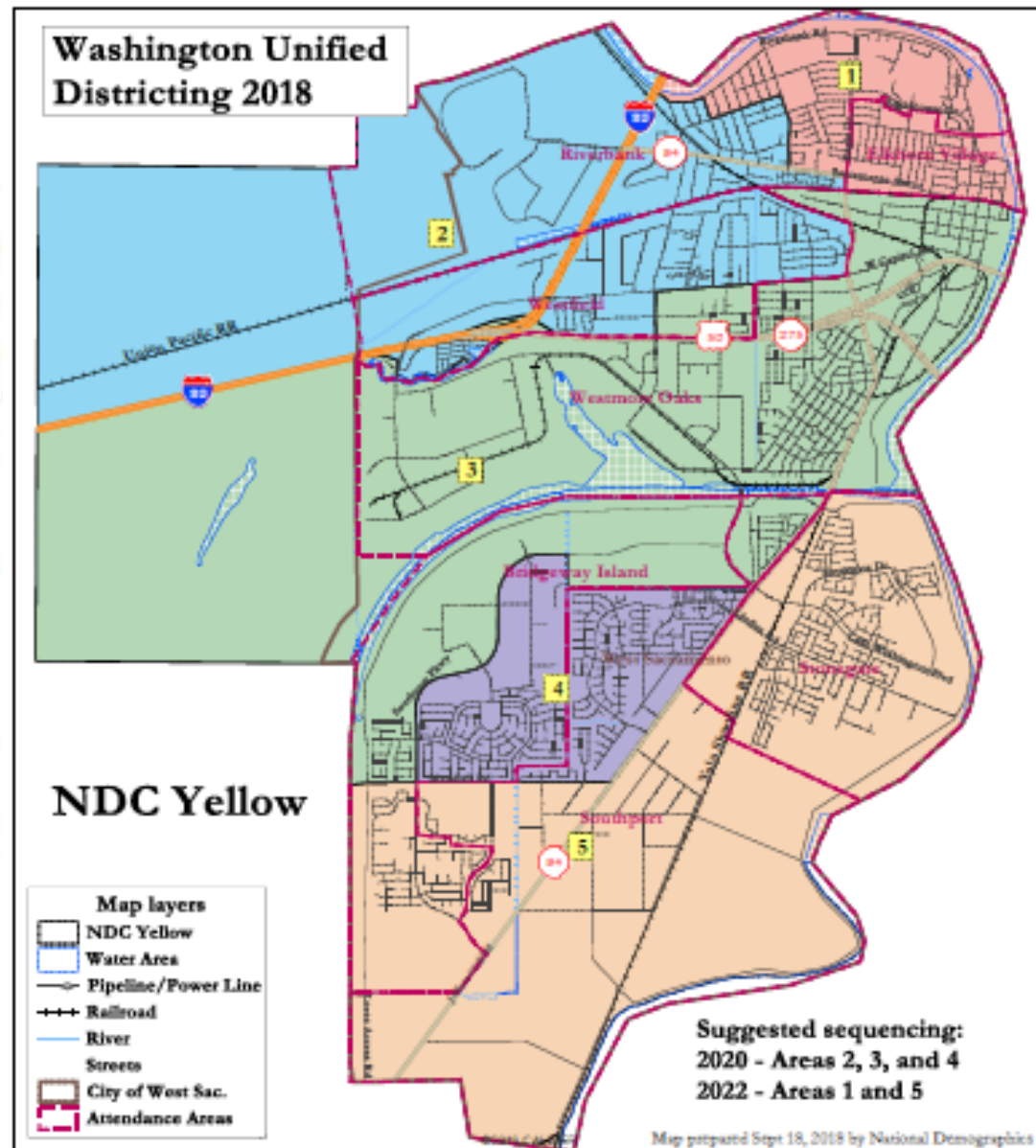
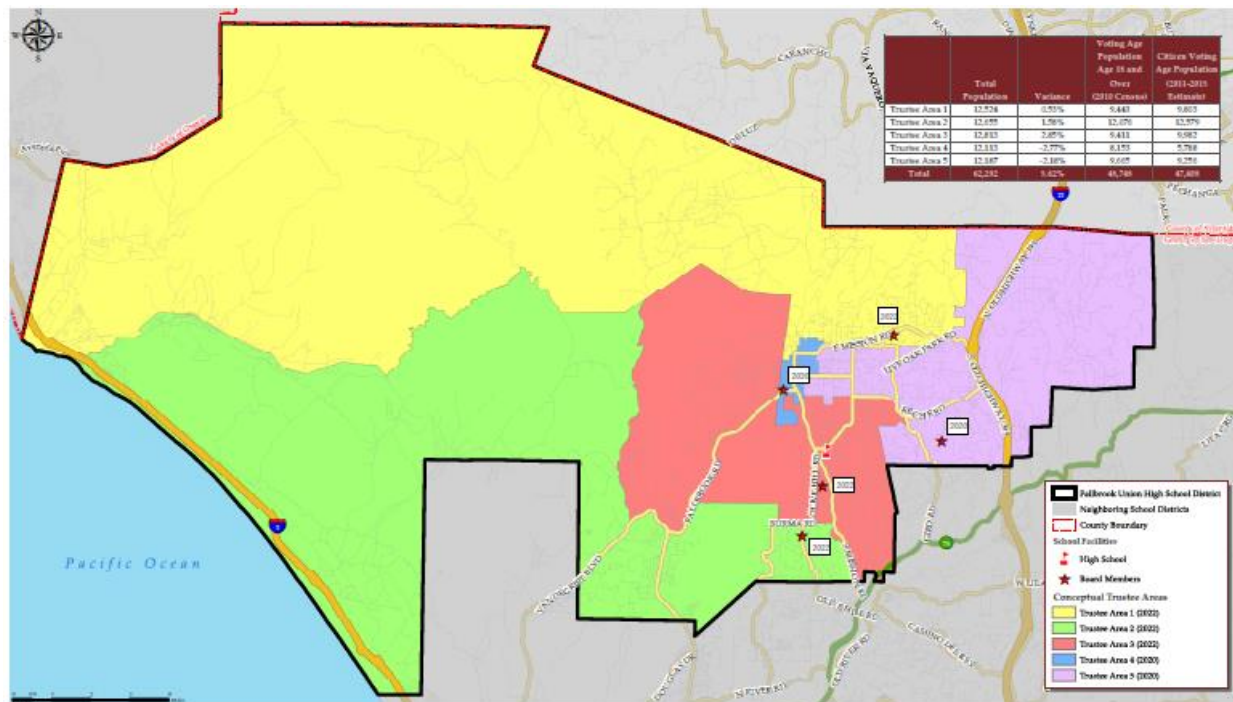
- Goals:
 - Develop trustee area boundary maps.
 - Incorporate public input (three hearings required).
- Steps:
 - Initial maps drafted.
 - Public hearing & discussion on maps.
 - Revised maps drafted.
 - Public hearing & discussion on revised maps.
 - Further revised maps drafted.
 - Public hearing, discussion, & adoption of revised maps.
 - SBE waiver requirements.



Drawing the Lines

- Federal requirements:
 - Equal Population
 - FVRA (Section 2)





Drawing the Lines

- Traditional redistricting criteria.
- Within legal requirements Board can/should adopt resolution providing direction on criteria to be used in drawing trustee areas.



Implementation (Phase 3)

- Goals:
 - Secure final approval and election waiver.
 - Work with officials and public for implementation.
- Steps:
 - County committee approval & SBE waiver submittal.
 - Optional election waiver approval by SBE.
 - Implementation by elections officials.





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Sunnyvale SD

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

J. ADJOURN TO CLOSED SESSION

Type:

Closed Session

Quick Summary/Abstract:

Public Employment: Principals, Assistant Principals, K-8 Teachers, Administrative Assistant I, Administrative Assistant II, Department Administrative Assistant, Food Services I, Para Educator - Behavior Technician, Para Educator - KLAS, KLAS Site Coordinator, Assessment Data & Student Information Assistant, Noon Aides

Public Employee Discipline/Dismissal/Release (GC 54957)

Conference with Legal Counsel - Anticipated Litigation

Significant exposure to litigation pursuant to Gov. Code, §54956.9, subd. (d)(2): One case



Sunnyvale SD

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

L. PRESENTATIONS

Type:

Informational



Sunnyvale SD

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

L.1. End-of-year Communications Report - Alia Wilson

Type:

Informational



Sunnyvale SD

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

M.1. Approval of Resolution No. 20-01 Authorizing the Issuance and Sale of the District's 2019 General Obligation Refunding Bonds in an Amount not to Exceed \$32,000,000 (Picard)

Type:

Action

Description:

This resolution authorizes the issuance of general obligation refunding bonds to refund bonds previously issued by the District from the 2004 and 2013 authorizations. In addition, the resolution approves various documents as to form and authorizes district staff to execute these documents as needed to price and issue the refunding bonds.

The District has been issuing general obligation (GO) bonds to improve its facilities on a regular basis since 1996. The District has bonds outstanding from 2004 Measure P and 2013 Measure J, which may be refunded in the current low interest rate environment. District taxpayers will benefit from the reduced debt service from the refunding.

The resolution sets the not-to-exceed par amount of the refunding bonds at \$32 million. It also establishes a savings threshold of 6.0% on a present value basis.

Makiko Sato from Isom Advisors will be on hand at the board meeting to provide further information about the financing and to answer any questions from the Board or community members.

Recommended Motion:

The Superintendent recommends that the Board of Education approve Resolution No. 20-01 authorizing the issuance and sale of the District's 2019 General Obligation Refunding Bonds in an amount not to exceed \$32,000,000.

Attachments:

1. Resolution No. 20-01
2. Preliminary Official Statement

3. Refunding Escrow Agreement
4. Refunding Paying Agent Agreement
5. Bond Purchase Agreement

RESOLUTION NO. 20-01

RESOLUTION OF THE BOARD OF EDUCATION OF THE SUNNYVALE SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$32,000,000 AGGREGATE PRINCIPAL AMOUNT OF 2019 GENERAL OBLIGATION REFUNDING BONDS (FEDERALLY TAXABLE) OF SUNNYVALE SCHOOL DISTRICT BY A NEGOTIATED SALE PURSUANT TO A BOND PURCHASE AGREEMENT, PRESCRIBING THE TERMS OF SALE, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, A PAYING AGENT AGREEMENT, AN ESCROW AGREEMENT AND A CONTINUING DISCLOSURE CERTIFICATE, APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT FOR THE BONDS, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, the Board of Education (the "Board") of the Sunnyvale School District (the "District") has previously issued or caused to be issued the Sunnyvale School District (County of Santa Clara) General Obligation Bonds Election of 2004, Series D (2012), dated March 14, 2012 in the principal amount of \$19,998,663.45 of which \$5,230,820.00 is outstanding (the "2004 Series D Bonds");

WHEREAS, the Board has previously issued or caused to be issued the Sunnyvale School District (Santa Clara County) General Obligation Bonds Election of 2013, Series A (2014), dated August 12, 2014 in the principal amount of \$28,000,000 of which \$22,430,000.00 is outstanding (the "2013 Series A Bonds" and together with the 2004 Series D Bonds, the "Prior Bonds");

WHEREAS, pursuant to Articles 9 and 11 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act"), the District is empowered to issue general obligation refunding bonds without submitting the question of the issuance of the refunding bonds to a vote of the qualified electors of the local agency;

WHEREAS, the Board deems it necessary and desirable to authorize the issuance of general obligation refunding bonds to refund, i) a portion of the outstanding 2004 Series D Bonds and ii) all or a portion of the 2013 Series A Bonds (such refunded portions being referred to herein as the "Refunded Bonds") pursuant to this Resolution and in conformity with the Act, to be designated as the "Sunnyvale School District (Santa Clara County, California) 2019 General Obligation Refunding Bonds (Federally Taxable)" (the "Bonds") in an aggregate principal amount not exceeding \$32,000,000 provided that a sufficient level of savings may be achieved by doing so, according to the terms and in the manner hereinafter set forth;

WHEREAS, the District intends that the total net interest cost to maturity on the Bonds being issued to refund the 2004 Series D Bonds plus the principal amount of the Bonds being issued to refund the 2004 Series D Bonds, will not exceed the total net interest cost to maturity on the 2004 Series D Bonds to be refunded plus the principal amount of the 2004 Series D Bonds to be refunded;

WHEREAS, the District intends that the total net interest cost to maturity on the Bonds being issued to refund the 2013 Series A Bonds plus the principal amount of the Bonds being issued to refund the 2013 Series A Bonds, will not exceed the total net interest cost to maturity on the 2013 Series A Bonds to be refunded plus the principal amount of the 2013 Series A Bonds to be refunded;

WHEREAS, a form of bond purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution ("Bond Purchase Agreement") for the purchase of the Bonds, proposed to be entered into with Stifel, Nicolaus & Company, Incorporated (the "Underwriter") has been prepared;

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

WHEREAS, in order to cause such requirement to be satisfied, the District desires to execute and deliver a Continuing Disclosure Certificate, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution ("Continuing Disclosure Certificate"), a form of which has been prepared;

WHEREAS, the Preliminary Official Statement to be distributed in connection with the public offering of the Bonds, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution ("Preliminary Official Statement") has been prepared;

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

WHEREAS, the District desires that the Director of Finance of the Finance Agency ("Director of Finance") of the County of Santa Clara (the "County") annually establish tax rates on taxable property within the District for repayment of the Bonds, pursuant to Sections 29100-29103 of the Government Code, that the Board of Supervisors of the County annually approve the levy of such tax, and that the Director of Finance annually collect such tax and apply the proceeds thereof to the payment of principal of and interest on the Bonds when due, all pursuant to Education Code Section 15250 et seq.; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Sunnyvale School District, as follows:

Section 1. Recitals. All of the above recitals are true and correct and the Board so finds.

Section 2. Definitions. Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Resolution, have the meanings specified

herein, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

"Authorized Officers" means the the Superintendent of the District and the Chief Financial Officer of the District, or such other officer or employee of the District as the Superintendent may designate.

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

"Bonds" means the bonds authorized and issued pursuant to this Resolution designated the Sunnyvale School District (Santa Clara County, California) 2019 General Obligation Refunding Bonds (Federally Taxable).

"Bond Purchase Agreement" means the Bond Purchase Agreement relating to the sale of the Bonds by and between the District and the Underwriter in accordance with the provisions hereof.

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

"Closing Date" means the date upon which there is an exchange of the Bonds for the proceeds representing the purchase of Bonds by the Underwriter.

"Code" means the Internal Revenue Code of 1986.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate executed and delivered by the District relating to the Bonds.

"Costs of Issuance" means all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the Bonds including, but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees and expenses of the Paying Agent and Escrow Bank, Financial Advisor, a verification agent and other professional consultant fees, costs of obtaining credit ratings, fees for execution, transportation and safekeeping of the Bonds and charges and fees in connection with the foregoing. Additional costs authorized to be paid from the proceeds of the Bonds are all of the authorized costs set forth in Sections 53550(e) and (f) of the Government Code.

"County" means the County of Santa Clara.

"Director of Finance" means the Santa Clara County Director of Finance.

"District" means the Sunnyvale School District.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for the Bonds, including any such successor thereto appointed pursuant to Section 9 hereof.

"Escrow Agreement" means the Escrow Agreement, dated the Closing Date, by and between the District and U.S. Bank National Association, as escrow holder, with respect to the redemption of the Refunded Bonds.

"Escrow Bank" means U.S. Bank National Association, as escrow bank under the Escrow Agreement.

"Escrow Fund" means the escrow fund established pursuant to the Escrow Agreement.

"Financial Advisor" means Isom Advisors, a Division of Urban Futures, Inc.

"Interest Date" means March 1 and September 1 of each year commencing on March 1, 2020, or such other dates as may be set forth in the Bond Purchase Agreement.

"Official Statement" means the Official Statement of the District relating to the Bonds and any other general obligation bonds of the District to be issued concurrently with the Bonds.

"Opinion of Bond Counsel" means an opinion of counsel of nationally recognized standing in the field of law relating to municipal bonds.

"Owner" means, with respect to any Bond, the person whose name appears on the Registration Books as the registered Owner thereof.

"Paying Agent" means U.S. Bank National Association, or any bank, trust company, national banking association or other financial institution appointed as Paying Agent to act as authenticating agent, bond registrar, transfer agent, costs of issuance administrator and paying agent for the Bonds in accordance with Section 8 hereof.

"Paying Agent Agreement" means the Paying Agent, Registrar and Transfer Agent Agreement dated the Closing Date, by and between the District and the Paying Agent.

"Preliminary Official Statement" means the Preliminary Official Statement of the District relating to the Bonds and any other general obligation bonds of the District to be issued concurrently with the Bonds.

"Record Date" means, with respect to any Interest Date for the Bonds, the 15th day of the calendar month immediately preceding such Interest Date, whether or not such day is a business day, or such other date or dates as may be set forth in the Bond Purchase Agreement.

"Refunded Bonds" means all or a portion of the following bonds: the 2004 Series D Bonds and the 2013 Series A Bonds to be refunded.

"Registration Books" means the books for the registration and transfer of the Bonds maintained by the Paying Agent in accordance with Section 8(e) hereof.

"State" means the State of California.

"Transfer Amount" means the aggregate principal amount thereof.

"Underwriter" means Stifel, Nicolaus & Company, Incorporated.

Section 3. Authorization and Designation of Bonds. The Bonds described herein shall be issued pursuant to the authority of the Act, and other applicable provisions

of law, including applicable provisions of the Education Code. The Board hereby authorizes the issuance and sale of not to exceed \$32,000,000 aggregate principal amount of Bonds. The Bonds shall be designated the "Sunnyvale School District (Santa Clara County, California) 2019 General Obligation Refunding Bonds (Federally Taxable)" with such additional series designations as may be necessary or advisable in order to market the Bonds. The Bonds shall be issued as current interest bonds as provided in Section 5 hereof.

Section 4. Form of Bonds: Execution.

(a) Form of Bonds. The Bonds shall be issued in fully registered form without coupons. The Bonds and the certificate of authentication and registration and the forms of assignment to appear on each of them, shall be in substantially the forms attached hereto as **Exhibit A**, with necessary or appropriate variations, omissions and insertions as permitted or required by this Resolution.

(b) Execution of Bonds. The Bonds shall be signed by the manual or facsimile signatures of the President of the Board, and countersigned by the manual or facsimile signature of the Secretary of the Board. The Bonds shall be authenticated by a manual signature of a duly authorized signatory of the Paying Agent.

(c) Valid Authentication. Only such of the Bonds as shall bear thereon a certificate of authentication and registration as described in subsection (a) of this Section, executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of authentication and registration shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

(d) Identifying Number. The Paying Agent shall assign each Bond authenticated and registered by it a distinctive letter, or number, or letter and number, and shall maintain a record thereof at its principal office, which record shall be available to the District and the County for inspection.

Section 5. Terms of Bonds.

(a) Date of Bonds. The Bonds shall be dated the date of their delivery, or such other date as shall be set forth in the Bond Purchase Agreement.

(b) Denominations. The Bonds shall be issued in denominations of \$5,000 principal amount or any integral multiple thereof.

(c) Maturity. The Bonds shall mature on the date or dates, in each of the years, in the principal amounts and in the aggregate principal amount as shall be set forth in the Bond Purchase Agreement. No Bond shall mature later than the date which is 30 years from the date of the Bonds, to be determined as provided in subsection (a) of this Section. No Bond shall have principal maturing on more than one principal maturity date. The Bonds may mature in the same year or years as any other Bonds, without limitation. The final maturity date of the Bonds shall not exceed the final maturity date of the Refunded Bonds.

(d) Interest. The Bonds shall bear interest payable on the Interest Dates in each year computed on the basis of a 360-day year of twelve 30-day months. Each Bond shall bear interest from the Interest Date next preceding the date of authentication thereof, unless it is authenticated after the close of business on a Record Date and on or prior to the succeeding Interest Date, in which event it shall bear interest from such Interest Date, or

unless it is authenticated on or before the Record Date preceding the first Interest Date, in which event it shall bear interest from its dated date; provided, however, that if, at the time of authentication of any Bond, interest is in default on any outstanding Bond, such Bond shall bear interest from the Interest Date to which interest has previously been paid or made available for payment on the outstanding Bonds.

Section 6. Payment of Bonds.

(a) Request for Tax Levy. The money for the payment of principal, redemption premium, if any, and interest on the Bonds shall be raised by taxation upon all taxable property in the District and provision shall be made for the levy and collection of such taxes in the manner provided by law and for such payment out of the Debt Service Fund of the District. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Bonds in such year, and to pay, or cause to be paid, from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors of the County to annually levy a tax upon all taxable property in the District sufficient to pay the principal, redemption premium, if any, and interest thereon as and when the same become due.

The *ad valorem* tax revenues levied to pay the Bonds shall, when collected, be deposited into the Debt Service Fund of the District. The foregoing Debt Service Fund and *ad valorem* tax revenues are irrevocably pledged, and the District hereby grants a lien and security interest therein, for the payment of the principal, redemption premium, if any, and interest on the Bonds when and as the same fall due. The moneys in the Debt Service Fund, to the extent necessary to pay the principal, redemption premium, if any, and interest on the Bonds as the same become due and payable, shall be transferred by the County or the District, as the case may be, to the Paying Agent, as paying agent for the Bonds, as necessary to pay the principal, redemption premium, if any, and interest on the Bonds. The property taxes and amounts held in the Debt Service Fund of the District shall immediately be subject to this pledge, and the pledge shall constitute a lien and security interest which 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. The pledge is an agreement between the District and the Owners of the Bonds in addition to any statutory lien that may exist, and the Bonds are being issued to refund all or a portion of the outstanding Prior Bonds and not to finance the general purposes of the District.

Additionally, in accordance with Section 15251(b) of the California Education Code and Section 53515(a) of the California Government Code, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of the tax for the Bonds. The lien shall automatically attach without further action or authorization by the District or the County. The lien shall be valid and binding from the time the Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the tax shall be immediately subject to the lien, and the lien shall automatically attach to the revenues and be effective, binding, and enforceable against the District, its successors, transferees and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any physical delivery, recordation, filing, or further act.

(b) Financial. The principal of the Bonds shall be payable in lawful money of the United States of America to the Owners thereof, upon the surrender thereof at the principal corporate trust office of the Paying Agent.

(c) Interest, Record Date. The interest on the Bonds shall be payable on each Interest Date in lawful money of the United States of America to the Owner thereof as of the Record Date preceding such Interest Date, such interest to be paid by check or draft mailed on such Interest Date (if a business day, or on the next business day if the Interest Date does not fall on a business day) to such Owner at such Owner's address as it appears on the Registration Books or at such address as the Owner may have filed with the Paying Agent for that purpose except that the payment shall be made by wire transfer of immediately available funds to any Owner of at least \$1,000,000 of outstanding Bonds who shall have requested in writing such method of payment of interest prior to the close of business on the Record Date immediately preceding any Interest Date.

(d) Debt Service Fund. Principal and interest due on the Bonds shall be paid from the Debt Service Fund of the District as provided in Section 15250 of the Education Code.

(e) Obligation of the District. No part of any fund or account of the County is pledged or obligated to the payment of the Bonds. The obligation for repayment of the Bonds is the sole obligation of the District.

Section 7. Redemption Provisions.

(a) Optional Redemption. The Bonds may be subject to redemption, at the option of the District, on the dates and terms as shall be designated in the Bond Purchase Agreement. The Bond Purchase Agreement may provide that the Bonds shall not be subject to optional redemption, and may provide separate and distinct redemption provisions for the Bonds.

(b) Selection. If less than all of the Bonds are subject to such redemption and are called for redemption, such Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District (or as otherwise set forth in the Bond Purchase Agreement), and if less than all of the Bonds of any given maturity are called for redemption, the portions of such Bonds of a given maturity to be redeemed shall be determined by lot (or as otherwise set forth in the Bond Purchase Agreement).

(c) Mandatory Sinking Fund Redemption. The Bonds, if any, which are designated in the Bond Purchase Agreement as term bonds shall also be subject to redemption prior to their stated maturity dates, without a redemption premium, in part by lot (or as otherwise set forth in the Bond Purchase Agreement), from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified in such Bond Purchase Agreement. Unless otherwise provided in the Bond Purchase Agreement, the principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately by the amount of any Bonds of that maturity redeemed in accordance with subsection (a) or (b) of this Section prior to the mandatory sinking fund payment date. The Bond Purchase Agreement may provide that the Bonds shall not be subject to mandatory sinking fund redemption. The Controller of the County is hereby authorized to create such sinking funds or accounts for the term Bonds as shall be necessary to accomplish the purposes of this Section.

(d) Notice of Redemption. Notice of any redemption of the Bonds shall be mailed by the Paying Agent, postage prepaid, not less than 30 nor more than 60 days prior to the redemption date (i) by first class mail to the County and the respective Owners thereof at the addresses appearing on the Registration Books, and (ii) as may be further required in accordance with the Continuing Disclosure Certificate. Each notice of redemption shall state (i) the date of such notice; (ii) the name of the Bonds and the date of issue of the Bonds;

(iii) the redemption date; (iv) the redemption price; (v) the dates of maturity or maturities of Bonds to be redeemed; (vi) in the case of Bonds redeemed in part only, the respective portions of the principal amount of the Bonds of each maturity to be redeemed; (vii) the CUSIP number, if any, of each Bond to be redeemed; (viii) a statement that such Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (viii) notice that further interest on such Bonds will not accrue after the designated redemption date; and (ix) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

(e) Effect of Notice. A certificate of the Paying Agent that notice of redemption has been given to Owners as herein provided shall be conclusive as against all parties. Neither the failure to receive the notice of redemption as provided in this Section, nor any defect in such notice shall affect the sufficiency of the proceedings for the redemption of the Bonds or the cessation of interest on the date fixed for redemption. When notice of redemption has been given substantially as provided for herein, and when the redemption price of the Bonds called for redemption is set aside for the purpose as described in subsection (h) of this Section, the Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Bonds at the place specified in the notice of redemption, such Bonds shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Bonds so called for redemption after such redemption date shall be entitled to payment thereof only from the Debt Service Fund or the trust fund established for such purpose. All Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued.

(f) Right to Rescind Notice. The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the Debt Service Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Bonds called for redemption.

Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

(g) Funds for Redemption. Prior to or on the redemption date of any Bonds there shall be available in the Debt Service Fund of the District, or held in trust for such purpose as provided by law, monies for the purpose and sufficient to redeem, at the redemption prices as in this Resolution provided, the Bonds designated in the notice of redemption. Such monies shall be applied on or after the redemption date solely for payment of principal of, interest and premium, if any, on the Bonds to be redeemed upon presentation and surrender of such Bonds, provided that all monies in the Debt Service Fund of the District shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the Debt Service Fund of the District, unless otherwise provided to be paid from such monies held in trust. If, after all of the Bonds have been redeemed and cancelled or paid and cancelled, there are monies remaining in the Debt Service Fund of the District or otherwise held in trust for the payment of redemption price of the Bonds, the monies shall be held in or returned or transferred to the Debt Service Fund of the District for payment of any outstanding bonds of the District payable from such fund;

provided, however, that if the monies are part of the proceeds of bonds of the District, the monies shall be transferred to the fund created for the payment of principal of and interest on such bonds. If no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

(h) Defeasance of Bonds. If at any time the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of any or all of the outstanding Bonds all or any part of the principal, interest and premium, if any, on the Bonds at the times and in the manner provided herein and in the Bonds, or as provided in the following paragraph, or as otherwise provided by law consistent herewith, then such Owners shall cease to be entitled to the obligation of the District as provided in Section 6 hereof, and such obligation and all agreements and covenants of the District and of the County to such Owners hereunder and under the Bonds shall thereupon be satisfied and discharged and shall terminate, except only that the District shall remain liable for payment of all principal, interest and premium, if any, represented by the Bonds, but only out of monies on deposit in the Debt Service Fund or otherwise held in trust for such payment; and provided further, however, that the provisions of subsection (i) of this Section shall apply in all events.

For purposes of this Section, the District may pay and discharge any or all of the Bonds by depositing in trust with the Paying Agent or an escrow agent, selected by the District, at or before maturity, money or non-callable direct obligations of the United States of America (including zero interest bearing State and Local Government Series) or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America, in an amount which will, together with the interest to accrue thereon and available monies then on deposit in the Debt Service Fund of the District, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

(i) Unclaimed Monies. Any money held in any fund created pursuant to this Resolution, or by the Paying Agent or an escrow agent in trust, for the payment of the principal, redemption premium, if any, or interest on the Bonds and remaining unclaimed for two years after the principal of all of the Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to the Debt Service Fund of the District for payment of any outstanding bonds of the District payable from the fund; or, if no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

Section 8. Paying Agent and Approval of Paying Agent Agreement.

(a) Appointment, Payment of Fees and Expenses. This Board does hereby consent to and confirm the appointment of U.S. Bank National Association to act as the initial paying agent for the Bonds. All fees and expenses of the paying agent shall be the sole responsibility of the District, and to the extent not paid from the proceeds of sale of the Bonds, or from the Debt Service Fund of the District, insofar as permitted by law, including specifically by Section 15232 of the Education Code, such fees and expenses shall be paid by the District.

(b) Resignation, Removal and Replacement of Paying Agent. The Paying Agent initially appointed or any successor Paying Agent may resign from service as Paying Agent and may be removed at any time by the County after consultation with the District as provided in the Paying Agent's service agreement. If at any time the Paying Agent shall resign or be removed, the Treasurer shall appoint a successor Paying Agent, which shall be

any bank, trust company, national banking association or other financial institution doing business in and having a corporate trust office in California, with at least \$50,000,000 in net assets.

(c) Merger of Paying Agent. In the event of the merger or consolidation of the Paying Agent, so long as the successor entity of such merger or consolidation meets the requirements of this Resolution for serving as Paying Agent, such successor entity may continue to serve as Paying Agent unless removed by the Treasurer in accordance with paragraph (a) of this section.

(d) Principal Corporate Trust Office. The initial Paying Agent, and any successor Paying Agent, shall designate each place or places where it will conduct the functions of transfer, registration, exchange, payment, and surrender of the Bonds, and any reference herein to the "principal corporate trust office" of the Paying Agent shall mean the office so designated for a particular purpose. If no office is so designated for a particular purpose, such functions shall be conducted at the office of the Paying Agent, in San Francisco, California, or the principal corporate trust office of any successor Paying Agent.

(e) Registration Books. The Paying Agent shall keep or cause to be kept at its principal corporate trust office sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the District and the County, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred on the Registration Books, Bonds as provided in Sections 9 and 10 hereof. The Paying Agent shall keep accurate records of all funds administered by it and of all Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the District in a format mutually agreeable to the Paying Agent and the District.

(f) Approval of the Paying Agent Agreement. The Paying Agent Agreement, in substantially the form on file with the clerk of the Board, together with any additions thereto or changes therein deemed necessary or advisable by an Authorized Officer, or any designee thereof, is hereby approved by the Board. An Authorized Officer, or any designee thereof, is hereby authorized and directed to execute the Paying Agent Agreement for and in the name and on behalf of the District. The Board hereby authorizes the delivery and performance of the Paying Agent Agreement.

Section 9. Transfer Under Book-Entry System; Discontinuation of Book-Entry System.

(a) Unless otherwise specified in the Bond Purchase Agreement, DTC is hereby appointed depository for the Bonds and the Bonds shall be issued in book-entry form only, and shall be initially registered in the name of "Cede & Co.," as nominee of DTC. One bond certificate shall be issued for each maturity of the Bonds; provided, however, that if different CUSIP numbers are assigned to Bonds maturing in a single year or, if Bonds maturing in a single year are issued with different interest rates, additional bond certificates shall be prepared for each such maturity. Registered ownership of such Bonds of each such maturity, or any portion thereof, may not thereafter be transferred except as provided in this Section or Section 10 hereof:

(i) To any successor of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section (a "substitute depository"); provided, however that any successor of DTC, as nominee of DTC or substitute

depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository; provided that no substitute depository which is not objected to by the District can be obtained, or (2) a determination by the District that it is in the best interests of the District to remove DTC or its successor (or any substitute depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section, upon receipt of the outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, a new Bond for each maturity shall be executed and delivered in the aggregate principal amount of such Bonds then outstanding), registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) of this Section, upon receipt of the outstanding Bonds by the Paying Agent together with a written request of the District to the Paying Agent, new Bonds shall be executed and delivered in such denominations, numbered in the manner determined by the Paying Agent, and registered in the names of such persons, as are requested in such written request of the District, subject to the limitations of Section 5 hereof and the receipt of such a written request of the District, and thereafter, the Bonds shall be transferred pursuant to the provisions set forth in Section 10 hereof provided, however, that the Paying Agent shall not be required to deliver such new Bonds within a period of less than 60 days after the receipt of any such written request of the District.

(c) In the case of partial redemption or an advance refunding of the Bonds evidencing all or a portion of the principal amount then outstanding, DTC shall make an appropriate notation on the Bonds indicating the date and amounts of such reduction in principal.

(d) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the owner thereof, notwithstanding any notice to the contrary received by the District or the Paying Agent; and 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 Bonds, and neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party, including DTC or its successor (or substitute depository or its successor), except for the Owner of any Bonds.

(e) So long as the outstanding Bonds are registered in the name of Cede & Co. or its registered assigns, the District and the Paying Agent shall cooperate with Cede & Co., as sole registered Owner, or its registered assigns in effecting payment of the principal of and interest on the Bonds by arranging for payment in such manner that funds for such

payments are properly identified and are made immediately available on the date they are due.

Section 10. Transfer and Exchange.

(a) Transfer. Following the termination or removal of DTC or successor depository pursuant to Section 9 hereof, any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Bonds shall be surrendered for transfer, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, new Bonds, of the same maturity and interest rate for a like aggregate principal amount. The Paying Agent may require the payment by any Owner of Bonds requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

Neither the District nor the Paying Agent will be required to transfer any Bonds (a) during the period from the Record Date next preceding any Bond Payment Date to such Bond Payment Date, (b) during the period beginning with the opening of business on the 15th business day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (c) which have been selected or called for redemption in whole or in part.

(b) Exchange. The Bonds may be exchanged for Bonds of other authorized denominations of the same maturity and interest rate, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed request for exchange in a form approved by the Paying Agent.

Whenever any Bonds shall be surrendered for exchange, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, new Bonds of the same maturity and interest rate for a like aggregate principal amount. The Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

Neither the District nor the Paying Agent will be required to exchange any Bonds (a) during the period from the Record Date next preceding any Bond Payment Date to such Bond Payment Date, (b) during the period beginning with the opening of business on the 15th business day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (c) which have been selected or called for redemption in whole or in part.

Section 11. Bond Purchase Agreement; Sale of Bonds. The form of Bond Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver a Bond Purchase Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and

delivery thereof; provided, however, that (a) the sale of the Bonds shall produce a present value savings of at least 6.00%, (b) the Underwriter's discount for the sale of Bonds shall not exceed 0.30% of the principal amount of such Bonds exclusive of any costs of issuance the Underwriter may contract to pay, and (c) the Bonds shall otherwise conform to the limitations specified herein.

The Bond Purchase Agreement shall recite the aggregate principal amount of the Bonds and shall recite the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual Interest Dates thereof, and the terms of optional, extraordinary and mandatory sinking fund redemption thereof if any.

The Board hereby finds and determines pursuant to Government Code section 53508.7 that the sale of the Bonds at negotiated sale as contemplated herein and by the Bond Purchase Agreement will provide more flexibility in the timing of the sale, and ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and greater opportunity for the Underwriter to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds. Estimates of the Costs of Issuance associated with the issuance of the Bonds, including any such costs which the Underwriter agrees to pay pursuant to the Bond Purchase Agreement, are set forth on **Exhibit B** attached hereto and incorporated herein.

The Authorized Officers are each hereby authorized to cause to be deposited in a costs of issuance account, which may be held by the Paying Agent as cost of issuance administrator, proceeds of the sale of the Bonds as shall be set forth in the Bond Purchase Agreement, for the purposes of paying the costs associated with the issuance of the Bonds.

For purposes of Education Code section 15146(b) and Government Code section 5852.1, good faith estimates of (a) the true interest cost of the Bonds; (b) the costs associated with the issuance of the Bonds, including any such costs which the Underwriter agrees to pay pursuant to the Bond Purchase Agreement; (c) the amount of proceeds to be received by the District (less the Costs of Issuance or reserves or capitalized interest, if any); and (d) the total payments of principal of and interest on the Bonds through the final maturity of the Bonds, are set forth on **Exhibit B** attached hereto and incorporated herein.

Section 12. Insurance. In the event the District purchases bond insurance for the Bonds, and to the extent that a bond insurer makes payment of the principal, or interest of the Bonds, it shall become the Owner of such Bonds with the right to payment of principal or interest on the Bonds, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the bond insurer's rights as subrogee on the registration books for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the bond insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the bond insurer as subrogee on the registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the bond insurer or the insurance trustee for the bond insurer.

Section 13. Approval of Escrow Agreement. The Escrow Agreement, in substantially the form on file with the Clerk of the Board, together with any additions thereto or changes therein deemed necessary or advisable by an Authorized Officer, or any

designee thereof, is hereby approved by the Board. An Authorized Officer, or any designee thereof, is hereby authorized and directed to execute the Escrow Agreement for and in the name and on behalf of the District. The Board hereby authorizes the delivery and performance of the Escrow Agreement.

Section 14. Continuing Disclosure Certificate. The Continuing Disclosure Certificate, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver a Continuing Disclosure Certificate in substantially said form, as is necessary to cause the requirements of Rule 15c2-12 to be satisfied, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such determination, requirement or approval to be conclusively evidenced by the execution of the Continuing Disclosure Certificate by such Authorized Officer.

Section 15. Preliminary Official Statement. The Preliminary Official Statement to be distributed in connection with the public offering of the Bonds, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, with such changes, insertions and omissions as may be approved by an Authorized Officer, is hereby approved, and the use of such Preliminary Official Statement in connection with the offering and sale of the Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify on behalf of the District that such Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

Section 16. Official Statement. The preparation and delivery of an Official Statement with respect to the Bonds, and its use by the Underwriter in connection with the offering and sale of the Bonds, is hereby authorized and approved. Such Official Statement shall be in substantially the form of the Preliminary Official Statement distributed in connection with the public offering of the Bonds with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are each hereby authorized and directed, for and in the name of and on behalf of the District, to execute the final Official Statement with respect to the Bonds and any amendment or supplement thereto and thereupon to cause such final Official Statement and any such amendment or supplement to be delivered to the Underwriter.

Section 17. Establishment of Debt Service Fund and Escrow Fund.

(a) Debt Service Fund. There is hereby created the "Sunnyvale School District (Santa Clara County, California) 2019 General Obligation Refunding Bonds (Federally Taxable) Debt Service Fund" (the "Debt Service Fund"), which shall be held and maintained by the Director of Finance as a separate fund, distinct from all other funds thereof. Any accrued interest received by the District from the sale of the Bonds shall be kept separate and apart in the Debt Service Fund for the Bonds and used only for payments of principal and interest on the Bonds. There shall also be transferred to and deposited in the Debt Service Fund *ad valorem* taxes in accordance with Section 6 hereof. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of principal and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

(b) Escrow Fund. There is hereby authorized the "Sunnyvale School District (Santa Clara County, California) 2019 General Obligation Refunding Bonds (Federally Taxable) Escrow Fund" (the "Escrow Fund"), which shall be established by the Escrow Bank under the Escrow Agreement for the purpose of depositing a portion of the proceeds of the Bonds, together with any other available funds, in an amount sufficient, together with interest earnings thereon, to defease the Refunded Bonds.

Section 18. Application and Investment of Proceeds.

On the Closing Date, the proceeds of sale of the Bonds shall be paid by the Underwriter to the Paying Agent and to the Escrow Bank. As directed by the District, the Paying Agent and Escrow Bank shall deposit or transfer all of such amounts as follows:

(a) The Paying Agent shall deposit in an account to be established pursuant to the Paying Agent Agreement, the proceeds of the Bonds required to pay the Costs of Issuance (as shall be designated by the District on or prior to the Closing Date);

(b) The Escrow Bank shall deposit in the Escrow Fund such portion of the proceeds of the Bonds as are required for the defeasance of the Refunded Bonds.

Section 19. Professional Services. Dannis Woliver Kelley shall serve as bond counsel and as disclosure counsel to the District for the Bonds. Stifel, Nicolaus & Company, Incorporated shall serve as the Underwriter for the Bonds, and Isom Advisors, a Division of Urban Futures, Inc. shall serve as Financial Advisor for the Bonds.

Section 20. Delegation of Authority. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

Section 21. Approval of Actions. All actions heretofore taken by the officers, employees and agents of the District with respect to the transactions set forth above are hereby approved, confirmed and ratified.

Section 22. Filing with County. The Superintendent, or such other officer or employee of the District as the Superintendent may designate, is hereby authorized and directed to report to the Controller-Treasurer (or similar officer) of the County the final terms of sale of the Bonds, and to file with the Controller-Treasurer and with the Director of Finance of the County a copy of the executed Bond Purchase Agreement and this Resolution, and the schedule of amortization of the principal of the Bonds, and this Resolution shall serve as the notice required to be given by Section 15140(c) of the Education Code and as the District's request to the Controller-Treasurer of the County and the Board of Supervisor of the County to propose and adopt in each year a tax rate applicable to all taxable property of the District for payment of the Bonds, pursuant to law; and to the other officers of the County to levy and collect said taxes for the payment of the Bonds, to pay in a timely manner to the Paying Agent on behalf of the Owners of the Bonds the principal, interest, and premium, if any, due on the Bonds in each year, and to create in the County Treasury to the credit of the District Debt Service Fund pursuant to Section 15146 of the Education Code.

Section 23. Nonliability of County. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the County or a pledge of the full faith and credit of the County, and the Bonds and any liability in connection therewith shall be paid solely from *ad valorem* property taxes lawfully levied to pay the principal of or interest on the Bonds.

Section 24. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED this 8th day of August, 2019, at a meeting of the Board of Education by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Clerk of the Board

**EXHIBIT A
FORM OF BOND**

**REGISTERED
NO.**

**REGISTERED
\$**

**SUNNYVALE SCHOOL DISTRICT
(SANTA CLARA COUNTY, CALIFORNIA)
2019 GENERAL OBLIGATION REFUNDING BOND
(Federally Taxable)**

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED:</u>	<u>CUSIP NO:</u>
____%	September 1, ____	_____, 2019	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Sunnyvale School District (the "District") in Santa Clara County, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on March 1 and September 1 of each year (the "Bond Payment Dates"), commencing _____ 1, 20___. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the close of business on the 15th day of the calendar month preceding any Bond Payment Date (the "Record Date") to such Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before _____ 15, 201__, in which event it shall bear interest from the date of delivery. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Registration Books maintained by the paying agent (the "Bond Registrar"), initially U.S. Bank National Association (the "Paying Agent"). Principal is payable upon presentation and surrender of this bond at the corporate trust office of the Paying Agent in San Francisco, California. Interest is payable by check mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Registration Books on the Record Date. The Owner of Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of a series of \$_____ of bonds authorized by the resolution of the Board of Education of the District adopted on _____, 2019 (the "Resolution"). The Bonds have been issued by the District to refund (i) a portion of the Sunnyvale School District (County of Santa Clara) General Obligation Bonds Election of 2004, Series D (2012), dated March 14, 2012 and (ii) all or a portion of the Sunnyvale School District (Santa Clara County) General Obligation Bonds Election of 2013, Series A (2014), dated August 12, 2014. This bond and the issue of which this bond is one 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 bonds of this issue are general obligations of the District and do not constitute an obligation of the County except as provided in the Resolution. No part of any fund of the County is pledged or obligated to the payment of the bonds of this issue.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Resolution) and in authorized denominations at the principal 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 as bond registrar, 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 Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required to transfer or exchange any bonds (a) during the period from the Record Date next preceding any Bond Payment Date to such Bond Payment Date, (b) during the period beginning with the opening of business on the 15th business day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (c) which have been selected or called for redemption in whole or in part.

The Bonds maturing on or after September 1, 20__, are subject to redemption at the option of the District, from any source of funds, as a whole or in part on any date on or after September 1, 20__, at a Redemption Price of the Principal Amount of the Bonds to be redeemed plus interest accrued thereon to the date fixed for redemption, without premium.

Reference is made to the Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Resolution. Defined terms used in this Bond and not defined shall have the meaning ascribed thereto in the Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding 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.

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

IN WITNESS WHEREOF, the Sunnyvale School District, County of Santa Clara, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Education of the District, all as of the date stated above.

SUNNYVALE SCHOOL DISTRICT

By: _____
President, Board of Education

COUNTERSIGNED:

By: _____
Secretary, Board of Education

CERTIFICATE OF AUTHENTICATION

This Bond is one of the bonds described in the Resolution referred to herein which has been authenticated and registered on _____, 2019.

U.S. Bank National Association, as Paying Agent

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

Commercial bank, trust company
or member of a national
securities exchange.

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

DTC LEGEND

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

EXHIBIT B

**BOND PARAMETERS AND
ESTIMATED COSTS OF ISSUANCE**

1. Estimated True Interest Cost of the Bonds: 3.36%
2. Estimated Costs of Issuance, including Underwriter's Discount (the "Finance Charge"):

	<u>Estimated Fees or Costs</u>
Underwriter's Discount	\$96,000
Bond Counsel Fee/Expenses	25,000
Disclosure Counsel Fee/Expenses	10,000
Financial Advisor Fee/Expenses	31,500
Paying/Escrow Agent	5,500
Statistical Reports	1,500
S&P Ratings	21,000
Moody's Investors Service	19,750
Printing	2,500
Verification Agent	2,500
Contingency	5,750
Total	<hr/> \$221,000

3. Estimated Amount of Proceeds to be received by the District, less Finance Charge, reserves (if any) and capitalized interest (if any): \$30,895,000
4. Estimated Total Payment Amount (Debt Service to Maturity, including any Finance Charge not paid with proceeds of the Bonds (if any)): \$50,728,396

NEW ISSUE – BOOK ENTRY ONLY**RATINGS: Moody's: “___”****S&P: “___”****(See “RATINGS” herein.)**

In the opinion of Dannis Woliver Kelley, Bond Counsel to the District, under existing law, interest on the Bonds is exempt from personal income taxes of the State of California, and, assuming continuing compliance after the date of initial delivery of the Series C Bonds with certain covenants contained in the Resolution authorizing the Series C Bonds and subject to the matters set forth under “TAX MATTERS” herein, interest on the Series C Bonds for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions will be excludable from the gross income of the owners thereof pursuant to section 103 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Series C Bonds, and will not be included in computing the alternative minimum taxable income of the owners thereof. See “TAX MATTERS” herein.

\$28,000,000*
SUNNYVALE SCHOOL DISTRICT
(Santa Clara County, California)
GENERAL OBLIGATION BONDS,
ELECTION OF 2013, SERIES C (2019)

\$32,000,000*
SUNNYVALE SCHOOL DISTRICT
(Santa Clara County, California)
2019 GENERAL OBLIGATION REFUNDING BONDS
(Federally Taxable)

Dated: Date of Delivery

Due: September 1, as shown on inside cover.

The Sunnyvale School District (Santa Clara County, California) General Obligation Bonds, Election of 2013, Series C (2019) (the “Series C Bonds”) are being issued by the Sunnyvale School District (the “District”) to (i) finance the acquisition, construction, furnishing and equipping of District facilities and (ii) pay certain costs of issuance associated therewith, as more fully described herein under the caption “PLAN OF FINANCE – The Projects.” The Series C Bonds were authorized at an election within the District held on November 5, 2013 (the “Election”) at which at least fifty-five percent of the registered voters voting on the proposition voted to authorize the issuance and sale of \$96,000,000 aggregate principal amount of general obligation bonds of the District (the “2013 Authorization”). The Series C Bonds are the third and final series of general obligation bonds to be issued under the 2013 Authorization.

The Sunnyvale School District 2019 General Obligation Refunding Bonds (Federally Taxable) (the “Refunding Bonds” and, together with the Series C Bonds, the “Bonds”) are being issued by the District to (i) refund a portion of the District’s outstanding General Obligation Bonds, Election of 2004, Series D (2012), (ii) refund all or a portion of the District’s outstanding General Obligation Bonds, Election of 2013, Series A (2014) and (iii) pay certain costs of issuance associated therewith, as more fully described herein under the caption “PLAN OF FINANCE – The Refunding.” The Series C Bonds and the Refunding Bonds are issued on a parity basis with each other and with all other outstanding general obligation bonds of the District.

The Bonds are general obligations of the District only and are not obligations of the County of Santa Clara (the “County”), the State of California or any of its other political subdivisions. The Board of Supervisors of the County has the power and is obligated to levy and collect *ad valorem* property taxes without limitation as to rate or amount (except for certain personal property which is taxable at limited rates), for each fiscal year upon the taxable property of the District in an amount at least sufficient, together with other moneys available for such purpose, to pay the principal of, and premium, if any, and interest on each Bond as the same becomes due and payable.

Interest on the Bonds is payable on March 1 and September 1 of each year, commencing March 1, 2020. See “THE BONDS” herein.

The Bonds will be issued in book-entry form only, in denominations of \$5,000 or integral multiples thereof. The Bonds will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). Purchasers will not receive certificates representing their interests in the Bonds. Payments on the Bonds will be made by U.S. Bank National Association, as Paying Agent, to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds. See “THE BONDS – Book-Entry Only System.”

The Bonds are subject to redemption prior to maturity as described herein. See “THE BONDS – Redemption” herein.

MATURITY SCHEDULE
On Inside Cover Pages

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Bonds will be offered when, as and if issued and received by the Underwriter subject to the approval of legality by Dannis Woliver Kelley, San Diego, California, Bond Counsel, and certain other conditions. Dannis Woliver Kelley, San Diego, California, is acting as Disclosure Counsel for the issue. Certain matters will be passed upon for the Underwriter by its counsel, Kutak Rock LLP, Denver, Colorado. It is anticipated that the Bonds will be available for delivery in definitive form in New York, New York, through the facilities of DTC on or about September 19, 2019.

[Stifel Logo]

The Date of this Official Statement is: _____, 2019.

* Preliminary; subject to change.

MATURITY SCHEDULE

**\$ _____
Sunnyvale School District
(Santa Clara County, California)
General Obligation Bonds,
Election of 2013, Series C (2019)**

<u>Maturity</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP¹</u> <u>(867578)</u>
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\$ _____ % Term Bonds due September 1, 20__; Yield _____ %, CUSIP¹ 867578

¹ Copyright 2019, American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service. The CUSIP number is provided for convenience of reference only. Neither the District nor the Underwriter take any responsibility for the accuracy of such CUSIP number.

MATURITY SCHEDULE

\$ _____
Sunnyvale School District
(Santa Clara County, California)
2019 General Obligation Refunding Bonds
(Federally Taxable)

<u>Maturity</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP²</u> <u>(867578)</u>
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² Copyright 2019, American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service. The CUSIP number is provided for convenience of reference only. Neither the District nor the Underwriter take any responsibility for the accuracy of such CUSIP number.

SUNNYVALE SCHOOL DISTRICT
Santa Clara County, State of California

Board of Education

Nancy Newkirk, *President*
Michelle Maginot, *Vice President*
Reid Myers, *Clerk*
Jeffrey Arnett, *Member*
Bridget Watson, *Member*

District Administrators

Benjamin H. Picard, Ed.D., *Superintendent*
Michael Gallagher, Ed.D., *Deputy Superintendent of Human Resources*
Mala Ahuja, *Assistant Superintendent, Curriculum, Instruction & Assessment*
Tasha L. Dean Ed.D., *Assistant Superintendent of Student Services and Special Education*
Lori van Gogh, *Chief Financial Officer*
Rob Smiley, *Chief Operations Officer*

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel

Dannis Woliver Kelley
San Diego, California

Financial Advisor

Isom Advisors, a Division of Urban Futures Incorporated
Walnut Creek, California

Paying Agent, Transfer Agent, Registration Agent and Escrow Agent

U.S. Bank National Association
San Francisco, California

Verification Agent

Causey Demgen & Moore P.C.
Denver, Colorado

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No dealer, broker, salesperson or other person has been authorized by the Sunnyvale School District (the "District") to provide any information or to make any representations other than as contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the District. This Official Statement does not constitute an offer to sell, the solicitation of an offer to buy, nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly described herein, are intended solely as such and are not to be construed as a representation of facts.

The information and expressions of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. Although certain information set forth in this Official Statement has been provided by the County of Santa Clara, the County of Santa Clara has not approved this Official Statement and is not responsible for the accuracy or completeness of the statements contained in this Official Statement except for the information set forth under the caption "THE SANTA CLARA COUNTY COMMINGLED INVESTMENT POOL."

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

In connection with this offering, the Underwriter may over-allot or effect transactions which stabilize or maintain the market price of the Bonds offered hereby at levels above those that might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriter may offer and sell the Bonds to certain securities dealers, institutional investors, banks or others at prices lower or higher than the public offering prices stated on the inside cover page hereof and said public offering prices may be changed from time to time by the Underwriter.

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

This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

\$28,000,000*
SUNNYVALE SCHOOL DISTRICT
(Santa Clara County, California)
GENERAL OBLIGATION BONDS,
ELECTION OF 2013, SERIES C (2019)

\$32,000,000*
SUNNYVALE SCHOOL DISTRICT
(Santa Clara County, California)
2019 GENERAL OBLIGATION REFUNDING BONDS
(Federally Taxable)

INTRODUCTION

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

The Sunnyvale School District (the “District”) proposes to issue \$28,000,000* aggregate principal amount of its General Obligation Bonds, Election of 2013, Series C (2019) (the “Series C Bonds”) under and pursuant to a bond authorization (the “2013 Authorization”) for the issuance and sale of not more than \$96,000,000 of general obligation bonds approved by 55% or more of the qualified voters of the District voting on the proposition at a general election held on November 5, 2013 (the “2013 Election”). Subsequent to the issuance of the Series C Bonds, no additional general obligation bonds will remain for issuance pursuant to the 2013 Authorization.

Proceeds from the sale of the Series C Bonds will be used to (i) finance the acquisition, construction, furnishing and equipping of District facilities and (ii) pay certain costs of issuance associated therewith. See “PLAN OF FINANCE – The Projects” herein.

The District also proposes to issue \$32,000,000* aggregate principal amount of its 2019 General Obligation Refunding Bonds (Federally Taxable) (the “Refunding Bonds” and together with the Series C Bonds, the “Bonds”) in order to (i) refund a portion of its General Obligation Bonds, Election of 2004, Series D (2013) (the “2004 Series D Bonds”), (ii) refund all or a portion of its General Obligation Bonds, Election of 2013, Series A (2014) (the “Series A Bonds”), and (iii) pay all legal, financial and contingent costs in connection with the issuance of the Refunding Bonds. See “PLAN OF FINANCE – The Refunding” herein. The 2004 Series D Bonds were issued pursuant to an authorization (the “2004 Authorization”) for the issuance and sale of not to exceed \$120,000,000 of general obligation bonds approved by the qualified voters of the District voting on the proposition at a general election held on November 2, 2004, pursuant to which no additional general obligation bonds remain for issuance. The Series A Bonds were issued under the 2013 Authorization. The Refunding Bonds are not counted against the 2004 Authorization or the 2013 Authorization and therefore, the District may issue the Refunding Bonds, as well as additional refunding bonds in the future, to refund outstanding general obligation bonds issued pursuant to the 2004 Authorization or the 2013 Authorization.

The Bonds are issued on a parity basis with each other and all outstanding general obligation bonds of the District.

* Preliminary; subject to change.

Registration

U.S. Bank National Association will act as the initial registrar, transfer agent and paying agent for the Bonds (the “Paying Agent”). As long as The Depository Trust Company, New York, New York (“DTC”) is the registered owner of the Bonds and DTC’s book entry-method is used for the Bonds, the Paying Agent will send any notice of redemption or other notices to owners only to DTC. See “THE BONDS – Description of the Bonds” herein.

The District

The District, established in 1904, is located in northwestern Santa Clara County (the “County”) in the region of the State of California (the “State”) known as Silicon Valley. The District serves the residents in approximately two-thirds of the City of Sunnyvale (the “City”) and provides education services in a comprehensive preschool program, eight elementary schools and two middle schools. The average daily attendance (“ADA”) for the District for 2018-19 was 6,412 students and the budgeted ADA for fiscal year 2019-20 is 6,419 students. The District had a 2018-19 assessed valuation of \$33,259,307,690. The audited financial statements for the District for the fiscal year ended June 30, 2018 are attached hereto as APPENDIX B. For further information concerning the District, see the caption “SUNNYVALE SCHOOL DISTRICT” herein.

Sources of Payment for the Bonds

The Bonds are general obligations of the District payable solely from *ad valorem* property taxes. The Board of Supervisors of the County is empowered and obligated to annually levy *ad valorem* property taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except certain personal property which is taxable at limited rates), for the payment of principal and interest on the Bonds when due. See “SECURITY FOR THE BONDS” and “TAX BASE FOR REPAYMENT OF THE BONDS” herein.

Continuing Disclosure

The District has covenanted that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement executed by the District in connection with the Bonds. See “THE BONDS – Continuing Disclosure Agreement,” “CONTINUING DISCLOSURE” herein and “APPENDIX D – FORM OF CONTINUING DISCLOSURE AGREEMENT” hereto.

Professionals Involved in the Offering

Dannis Woliver Kelley, Long Beach, California, is acting as Bond Counsel and Disclosure Counsel to the District with respect to the Bonds. U.S. Bank National Association, San Francisco, California is acting as registrar, transfer agent, paying agent and escrow agent for the Bonds. Isom Advisors, a Division of Urban Futures Incorporated, Walnut Creek, California, is acting as Financial Advisor to the District in connection with the issuance of the Bonds. Kutak Rock LLP, Denver, Colorado, is acting as counsel to the Underwriter with respect to the Bonds. Causey Demgen & Moore P.C., certified public accountants, is acting as Verification Agent with respect to the Refunding Bonds. The above professionals will receive compensation from the District contingent upon the sale and delivery of the Bonds.

Forward Looking Statements

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “budget” or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information regarding the District herein. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

Closing Date

The Bonds are offered when, as and if issued, subject to approval as to their legality by Bond Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery through the facilities of DTC on or about September 19, 2019.*

THE BONDS

Authority for Issuance

The Bonds are general obligations of the District. The Series C Bonds are being issued by the District under the provisions of Title 5, Division 2, Part 1, Chapter 3, Article 4.5 of the Government Code of the State of California (the “Government Code”) (commencing with Section 53506) and pursuant to a resolution of the Board of Education of the District adopted on _____, 2019 (the “Series C Resolution”).

The Refunding Bonds are being issued by the District under the provisions of Title 5, Division 2, Part 1, Chapter 3, Articles 9 and 11 of the Government Code (commencing with Section 53550) and pursuant to a resolution of the Board of Education of the District adopted on _____, 2019 (the “Refunding Resolution” and together with the Series C Resolution, the “Resolutions”).

Purpose of Issue

The net proceeds of the Series C Bonds will be used to finance certain capital improvements for the District as specified in the District bond proposition submitted at the 2013 Election. See “PLAN OF FINANCE – The Projects” herein.

The net proceeds of the Refunding Bonds will be applied to refund a portion of the 2004 Series D Bonds and all or a portion of the Series A Bonds. See “PLAN OF FINANCE – The Refunding” herein.

* Preliminary, subject to change.

Description of the Bonds

The Bonds will be dated their date of delivery and will be issued only as fully registered bonds in denominations of \$5,000 principal amount or integral multiples thereof.

The Bonds will be issued in fully registered form and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the Owners or registered owners shall mean Cede & Co. as aforesaid, and shall not mean the Beneficial Owners (as defined herein) of the Bonds.

So long as Cede & Co. is the registered owner of the Bonds, principal of and interest or premium, if any, on the Bonds are payable by wire transfer or New York Clearing House or equivalent next-day funds or by wire transfer of same day funds by U.S. Bank National Association, as Paying Agent, to Cede & Co., as nominee for DTC. DTC is obligated, in turn, to remit such amounts to the DTC Participants (as defined herein) for subsequent disbursement to the Beneficial Owners. See "APPENDIX F – BOOK-ENTRY ONLY SYSTEM" herein.

Payment of the Bonds

Interest on the Bonds is payable commencing March 1, 2020, and semiannually thereafter on March 1 and September 1 of each year (each, an "Interest Payment Date"). The Bonds shall be issued in fully registered form, without coupons, in denominations of \$5,000 or any integral multiple thereof.

Interest on each Bond shall accrue from its dated date at the interest rates applicable thereto as set forth on the inside cover page hereof. Interest shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each Interest Payment Date to the Owner thereof as of the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date (the "Record Date"). Interest will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered prior to the close of business on February 15, 2020, in which event interest shall be payable from its Dated Date; provided, however, that if at the time of registration of any Bond interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payments of interest will be made on each Interest Payment Date by check or draft of the Paying Agent sent by first-class mail, postage prepaid, to the Owner thereof on the Record Date, or by wire transfer to any Owner of \$1,000,000 or more of such Bonds, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; provided, however, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent which shall not be more than 15 days and not less than ten days prior to the date of the proposed payment of defaulted interest.

Redemption*

Optional Redemption. The Bonds maturing on or before September 1, 20__ are not subject to optional redemption prior to maturity. The Bonds maturing on and after September 1, 20__ may be redeemed before maturity at the option of the District, in whole or in part, from any source of available

* Preliminary; subject to change.

funds, on any date on or after September 1, 20__ at a redemption price equal to the par amount to be redeemed, plus accrued interest to the date of redemption, without premium.

Mandatory Redemption. The Bonds maturing on September 1, 20__ are subject to mandatory sinking fund redemption on September 1 of each Mandatory Sinking Fund Payment Date and in the respective principal amounts as set forth in the following schedule, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date fixed for redemption, without premium:

Mandatory Sinking Fund Payment Date (September 1)	Principal Amount to be Redeemed
<hr/>	<hr/>

In the event that a portion of the Bonds maturing on September 1, 20__ is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 principal amount of such Bonds optionally redeemed.

Selection of Bonds for Redemption

Whenever provision is made for the redemption of Bonds and less than all outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall select Bonds for redemption in such order as the District may direct. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

Notice of Redemption

When redemption is authorized, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall give notice of the redemption of the Bonds at least 20 but not more than 60 days prior to the redemption date to the respective Owners of Bonds designated for redemption by first class mail, postage prepaid. Such redemption notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the principal amount, as appropriate, of such Bond to be redeemed, (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part and (h) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice. Such redemption notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with the interest accrued to the redemption date in the case of Bonds, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Right to Rescind Notice of Redemption

The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the Debt Service Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of and interest and any premium due on the Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

Effect of Notice of Redemption

Notice having been given as required in either of the Resolutions, and the moneys for redemption (including the interest to the applicable date of redemption) having been set aside for payment of the redemption price, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed, together with interest to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable.

Transfer and Exchange

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

Defeasance

If any or all Outstanding Bonds shall be paid and discharged in any one or more of the following ways: (a) by well and truly paying or causing to be paid the principal of and interest on all Bonds Outstanding, as and when the same become due and payable; (b) by depositing with the Paying Agent, in trust, at or before maturity, cash which, together with the amounts then on deposit in the Debt Service Fund plus the interest to accrue thereon without the need for further investment, is fully sufficient to pay all Bonds Outstanding on their redemption date or at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or (c) by depositing with an institution to act as escrow agent selected by the District and which meets the requirements of serving as Paying Agent pursuant to the respective Resolution, in trust, lawful money or noncallable direct obligations issued by the United States Treasury (including State and Local Government Series Obligations) or obligations which are unconditionally guaranteed by the United States of America and described under Section 149(b) of the Code and Regulations which, in the opinion of nationally recognized bond counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds, in such amount as will, together with the interest to accrue thereon

without the need for further investment, be fully sufficient, in the opinion of a verification agent satisfactory to the District, to pay and discharge all Bonds Outstanding at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; then all obligations of the District and the Paying Agent under the respective Resolution with respect to such Outstanding Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid to the Owners of the Bonds all sums due thereon, and the obligation of the District to pay to the Paying Agent amounts owing to the Paying Agent under the respective Resolution.

Book-Entry Only System

The Bonds will be issued under a book-entry system, evidencing ownership of the Bonds in denominations of \$5,000 Principal Amount or integral multiples thereof, with no physical distribution of Bonds made to the public. DTC will act as depository for the Bonds, which will be immobilized in their custody. The Bonds will be registered in the name of Cede & Co., as nominee for DTC. For further information regarding DTC and the book entry system, see APPENDIX F hereto.

Continuing Disclosure Agreement

In accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission, the District will enter into a Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”), in the form of APPENDIX D hereto, on or prior to the delivery of the Bonds in which the District will undertake, for the benefit of the Beneficial Owners of the Bonds, to provide certain information as set forth therein. See “CONTINUING DISCLOSURE” herein and “APPENDIX D – FORM OF CONTINUING DISCLOSURE AGREEMENT” hereto.

SOURCES AND USES OF FUNDS

The proceeds of the Bonds are expected to be applied as follows:

<i>Sources of Funds</i>	<u>Series C Bonds</u>	<u>Refunding Bonds</u>	<u>Total</u>
Principal Amount of Bonds			
Net Original Issue Premium			
Total Sources			
<i>Uses of Funds</i>			
Deposit to Escrow Fund			
Deposit to Building Fund			
Deposit to Debt Service Fund			
Costs of Issuance ⁽¹⁾			
Total Uses			

⁽¹⁾ Includes Underwriter’s discount, Bond and Disclosure Counsel fees, financial advisory fees, paying agent and escrow agent fees, rating agency fees, verification agent fees, and other costs of issuance.

District Investments

The Santa Clara County Treasurer-Tax Collector (the “County Treasurer”) manages, in accordance with California Government Code Section 53600 *et seq.*, funds deposited with the County Treasurer by school and community college districts located in the County, various special districts, and

some cities within the State of California. State law generally requires that all moneys of the County, school and community college districts and certain special districts located in the County be held in the County Treasury.

The net proceeds from the sale of the Series C Bonds (other than premium) shall be paid to the County to the credit of the Sunnyvale School District Building Fund (the “Building Fund”) established pursuant to the Series C Resolution and shall be disbursed for the payment of the costs of acquiring and constructing the Projects (as described below). Any premium or accrued interest received by the District from the sale of the Series C Bonds will be deposited in the Debt Service Fund. Earnings on the investment of moneys in either the Building Fund or the Debt Service Fund will be retained in the respective fund and used only for the purposes to which the respective fund may lawfully be applied. Moneys in the Debt Service Fund may only be applied to make payments of principal of and interest, and premium, if any, on bonds of the District. All funds held in the Building Fund and the Debt Service Fund will be invested by the County Treasurer at the direction of the District.

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DEBT SERVICE SCHEDULE

The following table summarizes the annual principal and interest payments on the Bonds, assuming no optional redemption.

ANNUAL DEBT SERVICE ON THE BONDS

	Series C Bonds		Refunding Bonds		
Bond Year Ending September 1	Principal	Interest	Principal	Interest	Total Debt Service
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
Total					

The table on the following page shows the annual debt service payments on all of the District's outstanding general obligation bonds, comprising its \$35,000,000 General Obligation Bonds, Election of 2004, Series C, (2010) (the "2004 Series C Bonds"), the 2004 Series D Bonds, its \$4,925,000 2012 General Obligation Refunding Bonds (the "2012 Refunding Bonds"), its \$28,000,000 General Obligation Bonds, Election of 2013, Series A (2014) (the "2013 Series A Bonds"), its \$14,815,000 2014 General Obligation Refunding Bonds (the "2014 Refunding Bonds"), its \$110,610,000 2015 General Obligation Refunding Bonds (the "2015 Refunding Bonds") and its \$40,000,000 General Obligation Bonds, Election of 2013, Series B (2016) (the "2013 Series B" Bonds).

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DEBT SERVICE ON ALL OUTSTANDING GENERAL OBLIGATION BONDS

Period Ending September 1	2004 Series C Bonds	2004 Series D ⁽¹⁾ Bonds	2012 Refunding Bonds	2013 Series A ⁽²⁾ Bonds	2014 Refunding Bonds	2015 Refunding Bonds	2013 Series B Bonds	The Bonds	Total Debt Service
2020	\$220,000	\$200,000	\$719,250	\$1,055,193	\$2,119,250	\$6,137,450	\$1,502,725		
2021	220,000	200,000	--	1,055,193	2,906,250	6,666,700	1,502,725		
2022	220,000	200,000	--	1,055,193	2,964,500	6,951,450	1,502,725		
2023	220,000	200,000	--	1,055,193	346,500	7,177,450	1,502,725		
2024	220,000	200,000	--	1,055,193	--	7,451,700	1,502,725		
2025	220,000	200,000	--	1,055,193	--	7,695,950	1,502,725		
2026	220,000	200,000	--	1,055,193	--	7,700,700	1,502,725		
2027	220,000	200,000	--	1,055,193	--	8,171,950	2,712,725		
2028	220,000	200,000	--	1,055,193	--	8,625,950	2,677,225		
2029	220,000	200,000	--	1,555,193	--	8,571,950	2,635,475		
2030	220,000	200,000	--	1,540,193	--	8,518,700	2,552,825		
2031	220,000	200,000	--	1,810,193	--	8,520,700	2,516,525		
2032	1,220,000	200,000	--	1,860,662	--	7,569,700	2,607,200		
2033	1,665,000	200,000	--	1,917,712	--	7,242,700	2,838,600		
2034	1,582,500	200,000	--	1,977,000	--	7,380,200	3,088,600		
2035	--	1,700,000	--	2,035,250	--	7,149,200	3,136,000		
2036	--	1,700,000	--	2,098,000	--	7,152,200	3,368,400		
2037	--	200,000	--	2,159,750	--	8,555,400	3,398,200		
2038	--	200,000	--	2,225,250	--	8,549,000	3,343,000		
2039	--	200,000	--	2,289,000	--	8,551,800	3,446,000		
2040	--	200,000	--	2,360,750	--	8,558,000	3,380,800		
2041	--	200,000	--	2,429,750	--	8,557,000	3,323,800		
2042	--	5,200,000	--	2,500,750	--	3,863,600	3,259,600		
2043	--	--	--	2,578,250	--	--	3,193,400		
2044	--	--	--	2,656,500	--	--	3,125,200		
2045	--	--	--	--	--	--	--		
Total	\$7,107,500	\$12,600,000	\$719,250	\$43,490,950	\$8,336,500	\$175,319,450	\$65,122,650		

⁽¹⁾ Debt service on the 2004 Series D Bonds intended to be refunded by the Refunding Bonds described herein. See "PLAN OF FINANCE – The Refunding."

⁽²⁾ Debt service on the Series A Bonds intended to be refunded by the Refunding Bonds described herein. See "PLAN OF FINANCE – The Refunding."

SECURITY FOR THE BONDS

General

The Bonds are general obligations of the District payable solely from *ad valorem* property taxes. The Board of Supervisors of the County has the power and is obligated to levy and collect *ad valorem* taxes upon all property within the District subject to taxation by the County, without limitation as to rate or amount (except certain personal property which is taxable at limited rates) for payment of both principal of and interest on the Bonds. See “TAX BASE FOR REPAYMENT OF THE BONDS” herein.

The District received authorization to issue \$96,000,000 principal amount of general obligation bonds pursuant to an election of the qualified electors within the District on November 5, 2013. Subsequent to the issuance of the Series C Bonds, no general obligation bonds will remain for issuance under the 2013 Authorization. The District is authorized to issue refunding bonds to refund its outstanding general obligation bonds (including general obligation refunding bonds) under the Government Code (commencing with section 53550 thereof).

Property Taxation System

Property tax revenues result from the application of the appropriate tax rate to the total assessed value of taxable property in the District. School districts receive property taxes for payment of voter-approved bonds as well as for general operating purposes.

Local property taxation is the responsibility of various county officers. School districts whose boundaries extend into more than one county are treated for property tax purposes as separate jurisdictions in each county in which they are located. For each school district located in a county, the county assessor computes the value of locally assessed taxable property. Based on the assessed value of property and the scheduled debt service on outstanding bonds in each year, the county auditor-controller computes the rate of tax necessary to pay such debt service, and presents the tax rolls (including rates of tax for all taxing jurisdictions in the county) to the county board of supervisors for approval. The county treasurer and tax collector prepares and mails tax bills to taxpayers and collects the taxes. In addition, the treasurer and tax collector, as *ex officio* treasurer of each school district located in the county, holds school district funds, including taxes collected for payment of school bonds, and is charged with payment of principal and interest on the bonds when due.

Restrictions on use of *Ad Valorem* Taxes and Statutory Lien on Debt Service

Under State law, school districts may levy *ad valorem* taxes (in addition to their share of the 1% county tax to pay operating expenses) only to pay principal of and interest on general obligation bonds that, like the Bonds, are approved at an election to finance specified projects or are bonds issued to refund such general obligation bonds. Moreover, State law provides that the *ad valorem* taxes may be levied to pay the principal of and interest on bonds and for no other purpose. Consequently, under State law, the District is not authorized to divert revenue from *ad valorem* taxes levied to pay the Bonds to a purpose other than payment of the Bonds.

Pursuant to Section 53515 of the State Government Code, effective for any bonds issued on or after January 1, 2016, the Bonds will be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment thereof. The lien automatically attaches, without further action or authorization by the Board, and is valid and binding from the time the Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the *ad valorem* property tax will be immediately subject to the lien, and such lien will be enforceable against the

District, its successor, transferees and creditors, and all other parties asserting rights therein, irrespective of whether such parties have notice of the lien and without the need for physical delivery, recordation, filing or further act.

Pledge of Tax Revenues

Under the Resolutions, the District has pledged, as security for the Bonds and the interest thereon, the proceeds from the levy of the *ad valorem* tax which the County levies and receives and all interest earnings thereon (the “Pledged Moneys”). The Pledged Moneys shall be used to pay the principal of, premium, if any, and interest on the Bonds when and as the same shall become due and payable.

The Bonds are the general obligations of the District, payable solely from Pledged Moneys and do not constitute an obligation of the County except as provided in the Resolutions. No part of any fund or account of the County is pledged or obligated to the payment of the Bonds or the interest thereon. Other than the Pledged Moneys, no funds or accounts of the District are pledged to payment of the Bonds.

PLAN OF FINANCE

The Projects

The District will apply the net proceeds of the Series C Bonds to finance the acquisition, construction, furnishing and equipping of District facilities in accordance with the bond proposition approved at the Election which includes the ballot measure and a project list. The District intends to apply the net proceeds of the Series C Bonds to finance _____, among other improvements permitted under the ballot measure and project list.

The “Smaller Classes, Safer Schools, and Financial Accountability Act,” a Constitutional amendment known as Proposition 39, controls the method by which the District will expend Series C Bond proceeds on its capital improvements. Prior to the Election, the District prepared and submitted to the Board for approval a master list of capital improvement projects to be built, acquired, constructed or installed with the proceeds of the Series C Bonds, which was then submitted to the voters at the Election (the “Project List”). The District will prioritize the projects on the Project List and may not undertake to complete all components of the Project List.

The Refunding

The District intends to apply the net proceeds of the sale of the Refunding Bonds to (i) refund the 2004 Series D Bonds maturing on [September 1, 2042] (the “Refunded Series D Bonds”), (ii) refund the Series A Bonds maturing on September 1, 2029 through September 1, 2044, inclusive (the “Refunded Series A Bonds” and together with the Refunded Series D Bonds, the “Refunded Bonds”) and (iii) pay the costs of issuance of the Refunding Bonds.

Upon the issuance of the Refunding Bonds, the District will deposit the net proceeds of the Refunding Bonds into an Escrow Fund (the “Escrow Fund”) established pursuant to the Escrow and Deposit Agreement, by and between the District and U.S. Bank National Association, as escrow agent (the “Escrow Agent”) thereunder, in order to (i) pay interest on the Refunded Series D Bonds coming due prior to September 1, 2022 (the “Refunded Series D Bonds Redemption Date”), (ii) redeem the Refunded Series D Bonds on the Refunded Series D Bonds Redemption Date, at a redemption price of the par amount of the Refunded Series D Bonds plus accrued interest, (iii) pay interest on the Refunded Series A Bonds coming due prior to September 1, 2024 (the “Refunded Series A Bonds Redemption Date”) and

(iv) redeem the Refunded Series A Bonds on the Refunded Series A Bonds Redemption Date, at a redemption price of the par amount of the Refunded Series A Bonds plus accrued interest.

The sufficiency of amounts deposited into the Escrow Fund, together with investment earnings thereon, to effect the redemption of the Refunded Bonds will be verified by Causey Demgen & Moore P.C., certified public accountants (the “Verification Agent”). See the caption “ESCROW VERIFICATION” herein.

As a result of the deposit and application of funds so provided in the Escrow Agreement, and assuming the accuracy of the Underwriter’s and the Verification Agent’s computations, the Refunded Bonds will be defeased and the obligation of the County to levy *ad valorem* taxes for payment of the Refunded Bonds will also be defeased. Amounts deposited into the Escrow Fund are not available to pay debt service on the Bonds.

TAX BASE FOR REPAYMENT OF THE BONDS

The information in this section describes ad valorem property taxation, assessed valuation, and other measures of the tax base of the District. The Bonds are payable solely from ad valorem taxes levied and collected by the County on taxable property in the District. The District’s general fund is not a source for the repayment of the Bonds.

Ad Valorem Property Taxation

Taxes are levied for each fiscal year on taxable real and personal property which is situated in the County as of the preceding January 1. However, upon a change in ownership of property or completion of new construction, State law permits an accelerated recognition and taxation of increases in real property assessed valuation (known as a “floating lien date”). For assessment and collection purposes, property is classified either as “secured” or “unsecured” and is listed accordingly on separate parts of the assessment roll. The “secured roll” is that part of the assessment roll containing property secured by a lien which is sufficient, in the opinion of the assessor, to secure payment of the taxes. Other property is assessed on the “unsecured roll.”

The County levies a 1% property tax on behalf of all taxing agencies in the County. The taxes collected are allocated on the basis of a formula established by State law enacted in 1979. Under this formula, the County and all other taxing entities receive a base year allocation plus an allocation on the basis of “situs” growth in assessed value (new construction, change of ownership, inflation) prorated among the jurisdictions which serve the tax rate areas within which the growth occurs. Tax rate areas are specifically defined geographic areas which were developed to permit the levying of taxes for less than county-wide or less than city-wide special and school districts. In addition, the County levies and collects additional approved property taxes and assessments on behalf of any taxing agency within the County.

Property taxes on the secured roll are due in two installments, on November 1 and February 1. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll secured by the assessee’s fee ownership of land with respect to which taxes are delinquent is declared tax-defaulted on or about June 30. Those properties on the secured roll that become tax-defaulted on June 30 of the fiscal year that are not secured by the assessee’s fee ownership of land are transferred to the unsecured roll and are then subject to the County Treasurer’s enforcement procedures (*i.e.*, seizures of money and property, liens and judgments). Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a penalty of one and one-half percent per month to the time of redemption. If taxes are unpaid for a period of five years or more, the tax-defaulted property is subject to sale by the County Treasurer.

Property taxes on the unsecured roll as of July 31 become delinquent, if unpaid, on August 31 and are subject to a 10% delinquency penalty. Unsecured property taxes remaining unpaid on October 31 are also subject to an additional penalty of one and one half percent per month on the first day of each month thereafter. The additional penalties shall continue to attach until the time of payment or until the time a court judgment is entered for the amount of unpaid taxes and penalties, whichever occurs first.

The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the respective County Clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for recordation in the County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements, bank accounts or possessory interests belonging or assessed to the taxpayer.

Assessed Valuations

The assessed valuation of property in the District is established by the County Assessor, except for public utility property which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the full value of the property, as defined in Article XIII A of the California Constitution. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES" herein.

The State Constitution currently requires a credit of \$7,000 of the taxable value of an owner-occupied dwelling for which application has been made to the County Assessor. The revenue estimated to be lost to local taxing agencies due to the exemption is reimbursed from State sources. Reimbursement is based upon total taxes due upon such exempt value and is not reduced by any amount for estimated or actual delinquencies. Current law also provides, upon application, a basis exemption of \$100,000 increased by inflation for veterans with specified disabilities or for unmarried spouses of deceased veterans. The exemption may be raised to \$150,000 if the applicant meets the income limit of \$40,000.

In addition, certain classes of property such as cemeteries, free public libraries and museums, public schools, churches, colleges, not-for-profit hospitals and charitable institutions are exempt from property taxation and do not appear on the tax rolls. No reimbursement is made by the State for such exemptions.

The following tables presents the historical assessed valuation in the District since fiscal year 2007-08. The District's total assessed valuation is \$33,259,307,690 for fiscal year 2018-19.

SUNNYVALE SCHOOL DISTRICT
Summary of Assessed Valuations
Fiscal Years 2007-08 Through 2018-19

Fiscal Year	Local Secured	Utility	Unsecured	Total	Annual % Change
2007-08	\$ 13,989,575,621	\$0	\$ 1,955,210,669	\$ 15,944,786,290	N/A
2008-09	15,388,849,585	0	2,126,212,919	17,515,062,504	9.85%
2009-10	15,939,524,166	0	2,430,079,359	18,369,603,525	4.88%
2010-11	15,694,197,620	0	2,277,666,264	17,971,863,884	-2.17%
2011-12	15,679,962,770	0	2,414,951,039	18,094,913,809	0.68%
2012-13	16,228,077,863	0	2,552,333,669	18,780,411,532	3.79%
2013-14	17,735,261,438	0	2,602,288,070	20,337,549,508	8.29%
2014-15	18,999,670,173	0	2,899,006,343	21,898,676,516	7.68%
2015-16	21,891,699,039	0	2,378,921,085	24,270,620,124	10.83%
2016-17	24,290,084,502	0	2,424,997,778	26,715,082,280	10.07%
2017-18	26,543,056,988	0	2,904,372,166	29,447,429,154	10.23%
2018-19	29,990,582,897	0	3,268,724,793	33,259,307,690	12.94%

Source: California Municipal Statistics, Inc.

Economic and other factors beyond the District's control, such as general market decline in property values, disruption in financial markets that may reduce availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the State and local agencies and property used for qualified education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, flood or toxic contamination, could cause a reduction in the assessed value of taxable property within the District. Any such reduction would result in a corresponding increase in the annual tax rate levied by the County to pay the debt service with respect to the Bonds. See "SECURITY FOR THE BONDS."

Reassessments and Appeals of Assessed Valuations

Pursuant to California Proposition 8 of November 1978 ("Proposition 8"), property owners may apply for a reduction of their property tax assessment by filing a written application, in a form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board. County assessors may independently reduce assessed values as well based upon the factors described in the paragraph above or reductions in the fair market value of the taxable property. In most cases, an appeal is filed because the applicant believes that present market conditions (such as lower residential home sale prices) cause the property to be worth less than its current assessed value. Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. Such reductions are subject to yearly reappraisals and may be adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES – Article XIII A of the California Constitution."

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

County assessors, at their discretion, may also, from time to time, review certain property types purchased between specific time periods (e.g., all single family homes and condominiums purchased shortly prior to widespread declines in the fair market value of residential real estate within the county, as occurred between 2009 and 2011) and may proactively, temporarily reduce the assessed value of qualifying properties to Proposition 8 assessed values without owner appeal therefor.

A property that has been reassessed under Proposition 8, whether pursuant to owner appeal or due to county assessor review, is subsequently reviewed annually to determine its lien date value. Assuming no change in ownership or new construction, and if and as market conditions improve, the assessed value of a property with a Proposition 8 assessed value in place may increase as of each property tax lien date by more than the standard annual inflationary factor growth rate allowed under Article XIII A (currently, a 2% annual maximum) until such assessed value again equals the Article XIII A base year value for such property as adjusted for inflation and years of ownership, at which point such property is again taxed pursuant to Article XIII A and base year values may not be increased by more than the standard Article XIII A annual inflationary factor growth rate. A change in ownership while a property is subject to a Proposition 8 reassessment assessed valuation will cause such assessed valuation to become fixed as a new Article XIII A base year value for such property. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES – Article XIII A of the California Constitution” herein.

No assurance can be given that property tax appeals and reassessments in the future will not significantly reduce the assessed valuation of property within the District.

Assessed Valuation by Jurisdiction

The table below sets forth the assessed valuation within the District by political jurisdiction.

SUNNYVALE SCHOOL DISTRICT 2018-19 Assessed Valuation by Jurisdiction

<u>Jurisdiction:</u>	<u>Assessed Valuation in School District</u>	<u>% of School District</u>	<u>Assessed Valuation of Jurisdiction</u>	<u>% of Jurisdiction in School District</u>
City of Mountain View	\$ 192,293,993	0.58%	\$29,405,296,796	0.65%
City of Sunnyvale	<u>33,067,013.697</u>	<u>99.42</u>	\$46,351,829,722	71.34%
Total District	\$33,259,307,690	100.00%		
Santa Clara County	\$33,259,307,690	100.00%	\$482,861,280,340	6.89%

Source: California Municipal Statistics, Inc.

Assessed Valuation by Land Use

The table below sets forth the assessed valuation of the taxable property within the District by land use.

SUNNYVALE SCHOOL DISTRICT 2018-19 Assessed Valuation and Parcels by Land Use

	2018-19 Assessed Valuation ⁽¹⁾	% of Total	No. of Parcels	% of Total
Non-Residential:				
Commercial/Office	\$ 1,611,390,347	5.37%	491	2.43%
Professional/Office	5,525,985,908	18.43	331	1.64
Industrial	8,061,450,179	26.88	543	2.69
Recreational	4,592,020	0.02	6	0.03
Government/Social/Institutional	<u>25,102,754</u>	<u>0.08</u>	<u>18</u>	<u>0.09</u>
Subtotal Non-Residential	\$15,228,521,208	50.78%	1,389	6.87%
Residential:				
Single Family Residence	\$ 6,955,984,372	23.19%	11,416	56.46%
Condominium/Townhouse	3,361,601,323	11.21	5,062	25.03
Mobile Home	78,394,059	0.26	948	4.69
2-4 Residential Units	602,130,414	2.01	909	4.50
5+ Residential Units/Apartments	<u>3,522,700,196</u>	<u>11.75</u>	<u>434</u>	<u>2.15</u>
Subtotal Residential	\$14,520,810,364	48.42%	18,769	92.82%
Vacant	\$241,251,325	0.80%	63	0.31%
Total	\$29,990,582,897	100.00%	20,221	100.00%

⁽¹⁾ Local secured assessed valuation, excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

Assessed Valuation of Single Family Homes

The following table sets forth ranges of assessed valuations of single family homes in the District for fiscal year 2018-19, including the median and average assessed value per single family parcel.

SUNNYVALE SCHOOL DISTRICT Per Parcel 2018-19 Assessed Valuation of Single Family Homes

	No. of <u>Parcels</u>	2018-19 <u>Assessed Valuation</u>	Average <u>Assessed Valuation</u>	Median <u>Assessed Valuation</u>
Single Family Residential	11,416	\$6,955,984,372	\$609,319	\$528,329

2018-19 <u>Assessed Valuation</u>	No. of <u>Parcels</u> ⁽¹⁾	% of <u>Total</u>	Cumulative <u>% of Total</u>	Total <u>Valuation</u>	% of <u>Total</u>	Cumulative <u>% of Total</u>
\$0 - \$99,999	1,422	12.456%	12.456%	\$ 101,708,400	1.462%	1.462%
\$100,000 - \$199,999	1,136	9.951	22.407	160,340,090	2.305	3.767
\$200,000 - \$299,999	920	8.059	30.466	233,160,107	3.352	7.119
\$300,000 - \$399,999	962	8.427	38.893	334,594,115	4.810	11.929
\$400,000 - \$499,999	977	8.558	47.451	439,408,103	6.317	18.246
\$500,000 - \$599,999	1,025	8.979	56.430	563,652,919	8.103	26.349
\$600,000 - \$699,999	819	7.174	63.604	530,351,657	7.624	33.974
\$700,000 - \$799,999	725	6.351	69.954	544,116,978	7.822	41.796
\$800,000 - \$899,999	668	5.851	75.806	567,331,913	8.156	49.952
\$900,000 - \$999,999	673	5.895	81.701	638,650,725	9.181	59.133
\$1,000,000 - \$1,099,999	501	4.389	86.090	524,122,470	7.535	66.668
\$1,100,000 - \$1,199,999	362	3.171	89.261	413,975,283	5.951	72.620
\$1,200,000 - \$1,299,999	272	2.383	91.643	339,332,551	4.878	77.498
\$1,300,000 - \$1,399,999	202	1.769	93.413	272,057,173	3.911	81.409
\$1,400,000 - \$1,499,999	165	1.445	94.858	238,665,669	3.431	84.840
\$1,500,000 - \$1,599,999	129	1.130	95.988	199,558,574	2.869	87.709
\$1,600,000 - \$1,699,999	111	0.972	96.960	183,136,994	2.633	90.342
\$1,700,000 - \$1,799,999	114	0.999	97.959	198,891,141	2.859	93.201
\$1,800,000 - \$1,899,999	69	0.604	98.563	127,617,789	1.835	95.036
\$1,900,000 - \$1,999,999	65	0.569	99.133	126,206,323	1.814	96.850
\$2,000,000 and greater	99	0.867	100.000	219,105,398	3.150	100.000
Total	11,416	100.000%		\$6,955,984,372	100.000%	

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

Largest Taxpayers

The table below sets forth the largest local secured taxpayers within the District in fiscal year 2018-19.

SUNNYVALE SCHOOL DISTRICT Largest Local Secured Taxpayers

	<u>Property Owner</u>	<u>2018-19 Primary Land Use</u>	<u>% of Assessed Valuation</u>	<u>Total⁽¹⁾</u>
1.	Google Inc.	Office Building	\$1,652,423,403	5.51%
2.	Lockheed Missiles and Space Co. Inc.	Manufacturing	890,099,074	2.97
3.	Yahoo Holdings Inc.	Office Building	656,370,000	2.19
4.	Menlo & Juniper Networks LLC	Office Building	612,073,068	2.04
5.	Applied Materials Inc.	Manufacturing	497,364,625	1.66
6.	Intuitive Surgical Inc.	Office Building	490,800,743	1.64
7.	CW SPE LLC	Office Building	459,731,664	1.53
8.	441 Real Estate LLC	Industrial	406,680,172	1.36
9.	Network Appliance Inc.	Industrial	383,803,164	1.28
10.	MP 521 LLC	Office Building	375,488,974	1.25
11.	Moffett Place LLC	Office Building	373,784,716	1.25
12.	KR 555 Mathilda LLC	Office Building	363,573,406	1.21
13.	SPF Mathilda LLC	Office Building	314,020,600	1.05
14.	Desert Sunrise LLC	Industrial	296,514,000	0.99
15.	Sunnyvale Office Acquisition	Office Building	280,908,000	0.94
16.	Raintree Fair Oaks LLC	Apartments	267,730,220	0.89
17.	FSP-Sunnyvale Office Park LLC	Office Building	229,294,105	0.76
18.	Silicon Valley Financing LLC	Apartments	192,046,311	0.64
19.	Pathline LLC	Industrial	175,655,208	0.59
20.	655 South Fair Oaks	Apartments	<u>171,031,583</u>	<u>0.57</u>
			\$9,089,393,036	30.31%

⁽¹⁾ 2018-19 local secured assessed valuation: \$29,990,582,897.

Source: California Municipal Statistics, Inc.

The top 20 taxpayers on the secured roll for 2018-19 account for 30.31% of the secured assessed value in the District which is \$29,990,582,897. According to California Municipal Statistics, Inc., the largest secured taxpayer in the District for 2018-19 was Google Inc., accounting for 5.51% of the total secured assessed value in the District. No other secured taxpayer accounted for more than 2.97% of the total secured assessed value in the District. The more property (by assessed value) owned by a single taxpayer, the more tax collections are exposed to weakness, if any, in such taxpayer's financial situation and ability or willingness to pay property taxes in a timely manner.

Tax Rates

The following table sets forth tax rates levied in Tax Rate Area 9-002 within the District for fiscal years 2014-15 through 2018-19:

SUNNYVALE SCHOOL DISTRICT Typical Tax Rate per \$100 Assessed Valuation (TRA 9-002)⁽¹⁾

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
General	\$1.00000	\$1.00000	\$1.00000	\$1.00000	\$1.00000
County Retirement Levy	.03880	.03880	.03880	.03880	.03880
County Hospital Bonds	.00910	.00880	.00860	.02086	.01770
Sunnyvale School Bond	.04920	.04090	.02630	.03680	.03680
Foothill-De Anza Community College	.02760	.02400	.02340	.02200	.02170
Fremont Union High School District	.03960	.05250	.04030	.04640	.04300
El Camino Hospital District	.01290	.01290	.01290	.01000	.01000
Midpeninsula Open Space District	--	.00080	.00060	.00090	.00180
Total Tax Rate	\$1.17720	\$1.17870	\$1.15090	\$1.17576	\$1.16980

⁽¹⁾ 2018-19 assessed valuation of TRA 9-002 is \$26,133,592,795 which is 78.58% of the District's total assessed valuation.
Source: California Municipal Statistics, Inc.

The Teeter Plan

The Board of Supervisors of the County has approved the implementation of the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan"), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan for the County, the County apportions secured property taxes on an accrual basis when due (irrespective of actual collections) to its local political subdivisions, including the District, for which the County acts as the tax-levying or tax-collecting agency.

The Teeter Plan for the County is applicable to all tax levies for which the County acts as the tax-levying or tax-collecting agency, or for which the County Treasury is the legal depository of tax collections.

Under the Teeter Plan, the District will receive 100% of its *ad valorem* property tax levied with respect to the Bonds irrespective of actual delinquencies in the collection of property taxes by the County.

The Teeter Plan of the County is to remain in effect unless the Board of Supervisors of the County orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors of the County receives a petition for its discontinuance joined in by a resolution adopted by at least two-thirds of the participating revenue districts in the County. In the event the Board of Supervisors of the County orders discontinuance of its Teeter Plan, only those secured property taxes actually collected would be allocated to political subdivisions (including the District) for which the County acts as the tax-levying or tax-collecting agency. In addition, if the delinquency rate for all *ad valorem* property taxes levied within the District exceeds 3%, the Board of Supervisors can terminate the Teeter Plan with respect to the District. In the event that the Teeter Plan were terminated with regard to the secured tax roll, the amount of the levy of *ad valorem* property taxes would depend upon the collection of *ad valorem* property taxes and delinquency rates experienced with respect to the parcels within the District.

The District is not aware of any petitions for the discontinuance of the Teeter Plan now pending in the County.

Tax Levies and Delinquencies

The table below summarizes the annual secured tax levy and delinquencies within the District as of June 30 for fiscal years 2013-14 through 2017-18. The County has adopted the Teeter Plan. As a result, the District's receipt of property taxes is not subject to delinquencies so long as the Teeter Plan remains in effect.

SUNNYVALE SCHOOL DISTRICT Secured Tax Charges

<u>Secured</u>	<u>Amt. Del. Tax Charge ⁽¹⁾</u>	<u>% Del. June 30</u>	<u>June 30</u>
2013-14	\$6,507,408.74	\$89,834.35	1.38%
2014-15	9,548,196.80	69,925.02	0.73
2015-16	9,074,882.15	35,692.15	0.39
2016-17	6,408,325.87	12,859.30	0.20
2017-18	9,800,812.08	18,377.77	0.19

⁽¹⁾ Debt service levy only.

Source: California Municipal Statistics, Inc.

Direct and Overlapping Debt

Numerous local agencies that provide public services overlap the District's service area. These local agencies have outstanding debt in the form of general obligation, lease revenue and special assessment bonds. The following table shows the District's estimated direct and overlapping bonded debt. The statement excludes self-supporting revenue bonds, tax allocation bonds and non-bonded capital lease obligations. The District has not reviewed this table and there can be no assurance as to the accuracy of the information contained in the table; inquiries concerning the scope and methodology of procedures carried out to compile the information presented should be directed to California Municipal Statistics, Inc.

The following table is a statement of the District's direct and estimated overlapping bonded debt as of August 1, 2019:

SUNNYVALE SCHOOL DISTRICT
Direct and Overlapping Bonded Indebtedness

2018-19 Assessed Valuation: \$33,259,307,690

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 8/1/19</u>
Santa Clara County	6.888%	\$ 60,714,620
Foothill-De Anza Community College District	19.870	120,225,539
Fremont Union High School District	43.895	228,480,098
Sunnyvale School District	100.000	188,710,820 ⁽¹⁾
El Camino Hospital District	32.488	39,209,767
Midpeninsula Regional Open Space District	11.618	10,742,003
City of Sunnyvale Community Facilities District No. 1	100.000	13,960,000
Santa Clara Valley Water District Benefit Assessment District	6.888	<u>5,067,502</u>
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$667,110,349
 <u>OVERLAPPING GENERAL FUND DEBT:</u>		
Santa Clara County General Fund Obligations	6.888%	\$ 48,928,847
Santa Clara County Pension Obligation Bonds	6.888	23,901,128
Santa Clara County Board of Education Certificates of Participation	6.888	293,084
Foothill-De Anza Community College District Certificates of Participation	19.870	5,309,860
City of Sunnyvale General Fund Obligations	71.339	10,600,975
Santa Clara County Vector Control District Certificates of Participation	6.888	154,636
Midpeninsula Regional Open Space District General Fund Obligations	11.618	<u>13,645,411</u>
TOTAL GROSS OVERLAPPING GENERAL FUND DEBT		\$102,833,941
Less: Santa Clara County Lease Revenue Bonds supported by VMC and airport revenues		<u>22,157,212</u>
TOTAL NET OVERLAPPING GENERAL FUND DEBT		\$80,676,729
 <u>OVERLAPPING TAX INCREMENT DEBT (Successor Agency):</u>		\$1,680,000
 GROSS COMBINED TOTAL DEBT		\$771,624,290 ⁽²⁾
NET COMBINED TOTAL DEBT		\$749,467,078

Ratios to 2018-19 Assessed Valuation:

Direct Debt (\$188,710,820)	0.57%
Total Direct and Overlapping Tax and Assessment Debt.....	2.01%
Gross Combined Total Debt	2.32%
Net Combined Total Debt.....	2.25%

Ratios to Redevelopment Incremental Valuation (\$1,637,092,696):

Total Overlapping Tax Increment Debt	0.10%
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(1) Excludes the Bonds to be sold, but includes the Refunded Bonds.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.
[Qualified Zone Academy Bonds are included based on principal due at maturity.]

Source: California Municipal Statistics Inc.

DISTRICT FINANCIAL INFORMATION

The information in this section concerning the operations of the District and the District's finances is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal and interest on the Bonds is payable from the general fund of the District. The Bonds are payable from the proceeds of an ad valorem tax approved by the voters pursuant to all applicable laws and State Constitutional requirements, and required to be levied by the County on all taxable property within the District in an amount sufficient for the timely payment of principal and interest on the Bonds. See "SECURITY FOR THE BONDS" and "TAX BASE FOR REPAYMENT OF THE BONDS" herein.

State Funding of Education

On June 27, 2013, the State adopted a new method for funding school districts commonly known as the "Local Control Funding Formula." The Local Control Funding Formula ("LCFF") was implemented in stages, beginning in fiscal year 2013-14 and was fully implemented in fiscal year 2018-19. Prior to adoption of the LCFF, the State used a revenue limit system described below.

Local Control Funding Formula. State Assembly Bill 97 (Stats. 2013, Chapter 47) ("AB 97"), enacted as a part of the 2013-14 State Budget (defined below) enacted the LCFF beginning in fiscal year 2013-14, which replaced the revenue limit funding system and many categorical programs. See "-Revenue Limit Funding System" below. The LCFF distributes resources to schools through a guaranteed base revenue limit funding grant (the "Base Grant") per unit of ADA. The average Base Grant is \$7,643 per unit of ADA, which is \$2,375 more than the average revenue limit. Additional supplemental funding is made available based on the proportion of English language learners, low-income students and foster youth. The LCFF replaces the existing revenue limit funding system and many categorical programs.

The primary component of AB 97, as amended by SB 91, is the implementation of the LCFF, which replaces the revenue limit funding system for determining State apportionments, as well as the majority of State categorical program funding. State allocations will be provided on the basis of target base funding grants per unit of ADA (a "Base Grant") assigned to each of four grade spans. Full implementation of the LCFF is expected to occur over a period of several fiscal years. Beginning in fiscal year 2013-14, an annual transition adjustment is required to be calculated for each school district, equal to such district's proportionate share of appropriations included in the State budget to close the gap between the prior-year funding level and the target allocation following full implementation of the LCFF. In each year, school districts will have the same proportion of their respective funding gaps closed, with dollar amounts varying depending on the size of a district's funding gap.

For fiscal year 2019-20, the base rates per unit of A.D.A. for each grade span are as follows: (i) \$8,563 for grades K-3; (ii) \$7,818 for grades 4-6; (iii) \$8,050 for grades 7-8; and (iv) \$9,572 for grades 9-12. Beginning in fiscal year 2013-14, and in each subsequent year, the Base Grants have been adjusted for cost-of-living increases by applying the implicit price deflator for government goods and services. With full implementation of the LCFF, the provision of cost-of-living-adjustments is now subject to appropriation for such adjustment in the annual State budget. The differences among Base Grants are linked to differentials in statewide average revenue limit rates by district type, and are intended to recognize the generally higher costs of education at higher grade levels.

The Base Grants for grades K-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in early grades and the provision of career technical education in high schools. Following full implementation of the LCFF, and unless otherwise collectively bargained for, school districts serving students in grades K-3 must maintain an average class enrollment

of 24 or fewer students in grades K-3 at each school site in order to continue receiving the adjustment to the K-3 Base Grant. Such school districts must also make progress towards this class size reduction goal in proportion to the growth in their funding over the implementation period. Additional add-ons are also provided to school districts that received categorical block grant funding pursuant to the Targeted Instructional Improvement and Home-to-School Transportation programs during fiscal year 2012-13.

School districts that serve students of limited English proficiency (“EL” students), students from low income families that are eligible for free or reduced priced meals (“LI” students) and foster youth are eligible to receive additional funding grants. Enrollment counts are unduplicated, such that students may not be counted as both EL and LI (foster youth automatically meet the eligibility requirements for free or reduced priced meals (“FRPM”) and are not discussed separately herein, except that the percentage of LI students and foster youth receiving FRPM are set forth in the table on the following page). A supplemental grant add-on (each, a “Supplemental Grant”) is authorized for school districts that serve EL/LI students, equal to 20% of the applicable Base Grant multiplied by such districts’ percentage of unduplicated EL/LI student enrollment. School districts whose EL/LI populations exceed 55% of their total enrollment are eligible for a concentration grant add-on (each, a “Concentration Grant”) equal to 50% of the applicable Base Grant multiplied by the percentage of such district’s unduplicated EL/LI student enrollment in excess of the 55% threshold.

The following table sets forth the historical ADA (at P-2) and enrollment (CBEDS Actual) for fiscal years 2009-10 through 2017-18.

SUNNYVALE SCHOOL DISTRICT
Historical ADA and Enrollment
Fiscal Years 2009-10 through 2017-18

<u>Fiscal Year</u>	<u>ADA</u>	<u>Enrollment</u>
2009-10	6,124	6,305
2010-11	6,319	6,496
2011-12	6,438	6,637
2012-13	6,643	6,751
2013-14	6,663	6,848
2014-15	6,657	6,787
2015-16	6,523	6,640
2016-17	6,426	6,536
2017-18	6,327	6,575

Source: The District.

The following table sets forth the ADA, enrollment, the percentage of EL/LI (“Unduplicated Count”) enrollment, and the percentage of FRPM enrollment for fiscal years 2018-19, budgeted for the current year and projections for fiscal years 2020-21 and 2021-22.

SUNNYVALE SCHOOL DISTRICT
ADA, English Language/Low Income Enrollment
Fiscal Years 2018-19 through 2021-22

Fiscal Year	ADA				Enrollment		
	K-3	4-6	7-8	Total ADA	Total Enrollment	% of Unduplicated Count	% of FRPM Enrollment
2018-19	3,069	1,403	1,940	6,412	6,664	47.24%	33.20%
2019-20 ¹	3,075	1,404	1,939	6,419	6,663	47.82	33.20
2020-21 ²	3,075	1,404	1,939	6,419	6,663	47.82	33.20
2021-22 ²	3,075	1,404	1,939	6,419	6,663	47.82	33.20

¹ Budgeted.

² Projected.

Source: The District.

For certain school districts that would have received greater funding levels under the prior revenue limit system, the LCFF provides for a permanent economic recovery target (“ERT”) add-on, equal to the difference between the revenue limit allocations such districts would have received under the prior system in fiscal year 2020-21, and the target LCFF allocations owed to such districts in the same year. To derive the projected funding levels, the LCFF assumes the discontinuance of deficit revenue limit funding, implementation of a COLA in fiscal years 2014-15 through 2020-21, and restoration of categorical funding to pre-recession levels. The ERT add-on will be paid incrementally over the implementing period of the LCFF. The District does not qualify for the ERT add-on.

The sum of a school district’s adjusted Base, Supplemental and Concentration Grants will be multiplied by such district’s P-2 ADA for the current or prior year, whichever is greater (with certain adjustments applicable to small school districts). This funding amount, together with any applicable ERT or categorical block grant add-ons, will yield a district’s total LCFF allocation. Generally, the amount of annual State apportionments received by a school district will amount to the difference between such total LCFF allocation and such district’s share of applicable local property taxes. Most school districts receive a significant portion of their funding from such State apportionments. As a result, decreases in State revenues may significantly affect appropriations made by the Legislature to school districts.

Certain schools districts, known as “community funded” districts, have allocable local property tax collections that equal or exceed such districts’ total LCFF allocation, and result in the receipt of no State apportionment aid. Community funded school districts receive only special categorical funding, which is deemed to satisfy the “basic aid” requirement of \$120 per student per year guaranteed by Article IX, Section 6 of the State Constitution. The implication for “community funded” districts is that the legislatively determined allocations to school districts, and other politically determined factors, are less significant in determining their primary funding sources. Rather, property tax growth and the local economy are the primary determinants. The District currently qualifies as community funded, as its local property tax collections exceed its LCFF funding entitlement and expects to continue to qualify as community funded in future fiscal years. The District has budgeted a 7% increase in its property tax revenues for fiscal year 2019-20 and 6% and 5.5% increases for fiscal years 2020-21 and 2021-22, respectively.

Accountability. The State Board of Education has promulgated regulations regarding the expenditure of supplemental and concentration funding, including a requirement that school districts increase or improve services for EL/LI students in proportion to the increase in funds apportioned to such district on the basis of the number and concentration of such EL/LI students, as well as the conditions under which school district can use supplemental or concentration funding on a school-wide or district-wide basis.

School districts are also required to adopt local control and accountability plans (“LCAPs”) disclosing annual goals for all students, as well as certain numerically significant student subgroups, to be achieved in eight areas of State priority identified by the LCFF. LCAPs may also specify additional local priorities. LCAPs must specify the actions to be taken to achieve each goal, including actions to correct identified deficiencies with regard to areas of State priority. LCAPs are required to be adopted every three years, beginning in fiscal year 2014-15, and updated annually thereafter. The State Board of Education has developed and adopted a template LCAP for use by school districts.

Support and Intervention. AB 97, as amended by SB 91, establishes a new system of support and intervention to assist school districts meet the performance expectations outlined in their respective LCAPs. School districts must adopt their LCAPs (or annual updates thereto) in tandem with their annual operating budgets, and not later than five days thereafter submit such LCAPs or updates to their respective county superintendents of schools. On or before August 15 of each year, a county superintendent may seek clarification regarding the contents of a district’s LCAP (or annual update thereto), and the district is required to respond to such a request within 15 days. Within 15 days of receiving such a response, the county superintendent can submit non-binding recommendations for amending the LCAP or annual update, and such recommendations must be considered by the respective school district at a public hearing within 15 days. A district’s LCAP or annual update must be approved by the county superintendent by October 8 of each year if the superintendent determines that (i) the LCAP or annual update adheres to the State template, and (ii) the district’s budgeted expenditures are sufficient to implement the actions and strategies outlined in the LCAP.

A school district is required to receive additional support if its respective LCAP or annual update thereto is not approved, if the district requests technical assistance from its respective county superintendent, or if the district does not improve student achievement across more than one State priority for one or more student subgroups. Such support can include a review of a district’s strengths and weaknesses in the eight State priority areas, or the assignment of an academic expert to assist the district identify and implement programs designed to improve outcomes. Assistance may be provided by the California Collaborative for Educational Excellence, a state agency created by the LCFF and charged with assisting school districts achieve the goals set forth in their LCAPs. The State Board of Education has developed rubrics to assess school district performance and the need for support and intervention.

The State Superintendent of Public Instruction (the “State Superintendent”) is further authorized, with the approval of the State Board of Education, to intervene in the management of persistently underperforming school districts. The State Superintendent may intervene directly or assign an academic trustee to act on his or her behalf. In so doing, the State Superintendent is authorized to (i) modify a district’s LCAP, (ii) impose budget revisions designed to improve student outcomes, and (iii) stay or rescind actions of the local governing board that would prevent such district from improving student outcomes; provided, however, that the State Superintendent is not authorized to rescind an action required by a local collective bargaining agreement.

Revenue Limit Funding System. Prior to the implementation of the LCFF, annual State apportionments of basic and equalization aid to school districts for general purposes were computed up to a revenue limit (described below) per unit of ADA. Generally, such apportionments amounted to the

difference between the District's revenue limit and the District's local property tax allocation. Revenue limit calculations were adjusted annually in accordance with a number of factors designed primarily to provide cost of living increases and to equalize revenues among all of the same type of California school districts (i.e., unified, high school or elementary). State law also provided for State support of specific school related programs, including summer school, adult education, deferred maintenance of facilities, pupil transportation, portable classrooms and other capital outlays and various categorical aids.

Revenue Sources

The District categorizes its general fund revenues into four sources; LCFF revenues, federal revenues, other State revenues and other local revenues. Each of these revenue sources is briefly described below.

LCFF Sources. State funding under the LCFF consists of Base Grants and supplemental grants as described above. This category also includes local property taxes. See “- State Funding of Education – Local Control Funding Formula” above.

Federal Revenues. The federal government provides funding for several District programs, including special education programs, programs under the Educational Consolidation and Improvement Act, and specialized programs such as Every Child Succeeds.

Other State Revenues. The District receives some other State revenues. These other State revenues are primarily restricted revenues funding items such as instructional materials, and various block grants.

The District receives State aid from the California State Lottery (the "Lottery"), which was established by a constitutional amendment approved in the November 1984 general election. Lottery revenues must be used for the education of students and cannot be used for non-instructional purposes such as real property acquisition, facility construction, or the financing of research. Moreover, State Proposition 20 approved in March 2000 requires that 50% of the increase in Lottery revenues over 1997-98 levels must be restricted to use on instructional material. The Dis

Other Local Revenues. In addition to property taxes, the District receives additional local revenues from items such as interest earnings, interagency services and other local sources.

The percentage of total general fund revenue for each source of revenue is shown in the following table.

SUNNYVALE SCHOOL DISTRICT Percentage of Revenue by Source

Revenue Source	2015-16	2016-17	2017-18	2018-19 ⁽¹⁾	2019-20 ⁽²⁾
LCFF sources	77.22%	80.25%	80.71%	80.56%	83.93%
Federal revenues	2.88	2.79	2.70	2.68	2.42
Other State revenues	10.39	7.46	7.31	8.63	5.76
Other local revenues	9.52	9.49	9.27	8.13	7.89

⁽¹⁾ Based on estimated actual financial results.

⁽²⁾ Budgeted.

Source: The District.

Parcel Tax Revenues

In November, 2016, voters within the District approved Measure BB, the renewal of a parcel tax first approved in 2011, of \$59 per parcel for seven years. Measure BB is anticipated to generate approximately \$1,060,000 annually for the District.

Developer Fees

The District receives developer fees per square foot pursuant to Education Code Section 17620 which must be used to fund construction or reconstruction of school facilities. Current developer fees are \$2.34 per square foot for residential housing and \$0.38 per square foot for commercial or industrial development. The following table sets forth developer fee collections by the District for the last five fiscal years.

SUNNYVALE SCHOOL DISTRICT Developer Fee Collections

Fiscal Year	Developer Fees Collected
2014-15	\$2,181,855.53
2015-16	2,206,874.81
2016-17	1,111,500.54
2017-18	3,528,039.90
2018-19	965,938.30

Source: The District.

Budget Procedures

State Budgeting Requirements. The District is required by provisions of the State Education Code to maintain a balanced budget each year, in which the sum of expenditures and the ending fund balance cannot exceed the sum of revenues and the carry-over fund balance from the previous year. The State Department of Education imposes a uniform budgeting and accounting format for school districts. The budget process for school districts was substantially amended by Assembly Bill 1200 (“AB 1200”), which became State law on October 14, 1991. Portions of AB 1200 are summarized below.

School districts must adopt a budget on or before July 1 of each year. The budget must be submitted to the county superintendent within five days of adoption or by July 1, whichever occurs first. In 2014, Assembly Bill 2585 was enacted, which repealed provisions authorizing schools districts to use a dual budget adoption cycle. Instead, all school districts must be on a single budget cycle. The single budget is only readopted if it is disapproved by the county office of education, or as needed. The District is on a single budget cycle and adopts its budget on or before July 1.

The county superintendent will examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance, will determine if the budget allows the district to meet its current obligations and will determine if the budget is consistent with a financial plan that will enable the district to meet its multi-year financial commitments. On or before August 15, the county superintendent will approve, conditionally approve or disapprove the adopted budget for each school district. Budgets will be disapproved if they fail the above standards. The district board must be notified by August 15 of the county superintendent’s recommendations for revision and reasons for the recommendations. The county superintendent may assign a fiscal advisor or appoint a committee to examine and comment on the

superintendent's recommendations. The committee must report its findings no later than August 20. Any recommendations made by the county superintendent must be made available by the district for public inspection. No later than August 20, the county superintendent must notify the State Superintendent of all school districts whose budget has been disapproved.

For districts whose budgets have been disapproved, the district must revise and readopt its budget by September 8, reflecting changes in projected income and expense since July 1, including responding to the county superintendent's recommendations. The county superintendent must determine if the budget conforms with the standards and criteria applicable to final district budgets and not later than October 8, will approve or disapprove the revised budgets. If the budget is disapproved, the county superintendent will call for the formation of a budget review committee pursuant to Education Code Section 42127.1. Until a district's budget is approved, the district will operate on the lesser of its proposed budget for the current fiscal year or the last budget adopted and reviewed for the prior fiscal year.

Interim Financial Reports. Under the provisions of AB 1200, each school district is required to file interim certifications with the county office of education as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent fiscal year. The county office of education reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and the subsequent two fiscal years. A negative certification is assigned to any school district that will be unable to meet its financial obligations for the remainder of the current fiscal year or the subsequent fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or the two subsequent fiscal years.

The District has not received a qualified or negative certification on any interim reports in the last five fiscal years.

General Fund Budget. The District's general fund adopted budgets for fiscal years 2015-16 through 2019-20, audited actuals for the fiscal years 2015-16 through 2017-18 and estimated actual financial results for fiscal year 2018-19 are set forth on the following page.

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**SUNNYVALE SCHOOL DISTRICT
GENERAL FUND BUDGETING**

	Adopted Budget 2015-16 ¹	Audited Actuals 2015-16 ¹	Adopted Budget 2016-17 ²	Audited Actuals 2016-17 ¹	Adopted Budget 2017-18 ¹	Audited Actuals 2017-18 ¹	Adopted Budget 2018-19 ¹	Estimated Actuals 2018-19 ³	Adopted Budget 2019-20 ³
REVENUES									
LCFF Sources	\$ 56,450,974	\$63,207,848	\$60,116,202	\$65,894,501	\$66,293,605	\$ 70,619,714	\$74,100,869	\$80,434,406	\$ 82,593,454
Federal	2,298,890	2,355,247	2,388,417	2,293,254	2,344,454	2,364,944	2,271,198	2,677,106	2,383,883
Other State	6,077,588	6,413,709	6,167,852	6,128,689	4,269,909	6,400,085	7,363,973	8,618,178	5,665,817
Other Local	9,500,914	7,743,455	9,733,545	7,712,125	6,969,460	7,955,275	7,333,118	8,114,516	7,765,416
Total Revenues	74,328,366	79,720,259	78,406,016	82,028,569	79,877,428	87,340,018	91,069,159	99,844,207	98,408,570
EXPENDITURES									
Current									
Certificated Salaries	32,940,905	33,916,830	34,281,250	36,219,711	37,369,702	39,008,485	38,985,459	41,004,027	43,141,856
Classified Salaries	11,678,423	12,170,484	12,381,902	13,663,357	13,818,326	14,692,632	14,605,335	15,349,214	16,568,587
Employee Benefits	14,609,450	15,013,258	18,532,027	19,013,392	19,611,418	21,417,392	22,177,981	23,679,171	25,193,722
Books and Supplies	3,371,975	1,859,314	3,069,860	2,133,579	2,210,190	2,891,866	2,198,771	3,565,189	2,757,046
Services, Other									
Operating Expenses	8,657,097	9,243,822	8,985,085	10,071,715	8,469,657	10,003,487	10,275,170	10,649,768	9,254,646
Other Outgo	615,733	(119,980)	1,873,193	(115,537)	(131,805)	(136,590)	(132,785)	98,659	(140,749)
Capital outlay	86,050	226,974	90,000	615,495	--	690,246	39,200	1,792,910	212,525
Total Expenditures	71,959,633	72,310,702	79,213,317	81,601,712	81,347,488	88,567,518	88,149,131	95,941,620	96,987,631
Excess (Deficiency) Of Revenues Over (Under) Expenditures	2,368,733	7,409,557	(807,301)	426,857	(1,470,060)	(1,227,500)	2,920,027	3,902,587	1,420,939
OTHER FINANCING SOURCES (USES)									
Transfers in	30,000	--	--	--	--	--	--	--	--
Transfers out	(180,653)	(3,149,404)	(311,135)	(348,360)	(340,642)	(1,895,140)	374,720	(2,251,944)	821,197
Other sources	--	--	--	--	--	--	--	--	-
Total Other Financing Sources (Uses)	(150,653)	(3,149,404)	(311,135)	(348,360)	(340,642)	(1,895,140)	(374,719)	(2,251,944)	(821,197)
NET CHANGE IN FUND BALANCES									
	2,218,080	4,260,153	(1,118,437)	78,497	(1,810,702)	(3,122,640)	2,545,308	1,650,643	599,742
Fund Balance, July 1	6,686,996	6,868,996	10,947,149	10,947,149	11,025,646	11,025,646	11,742,224	7,903,006	9,553,649
Fund Balance, June 30	\$ 8,905,076	\$ 10,947,149	\$ 9,828,712	\$ 11,025,646	\$ 9,214,944	\$ 7,903,006	\$14,287,533	\$ 9,553,649	\$ 10,153,391

¹ From the audited financial statement of the District for such fiscal year.

² From 2016-17 Adopted Budget.

³ From 2019-20 Adopted Budget.

Source: The District.

Comparative Financial Statements

The District's general fund finances the legally authorized activities of the District for which restricted funds are not provided. General fund revenues are derived from such sources as State school fund apportionments, taxes, use of money and property, and aid from other governmental agencies. Audited financial statements for the District for the fiscal year ended June 30, 2018, and prior fiscal years are on file with the District and available for public inspection at the Office of the Superintendent of the District, 819 W. Iowa Avenue, Sunnyvale, California 94086. See APPENDIX B hereto for the 2017-18 Audited Financial Statements of the District.

The table on the following page reflects the District's audited general fund revenues, expenditures and fund balances from fiscal year 2013-14 to fiscal year 2017-18.

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SUNNYVALE SCHOOL DISTRICT
GENERAL FUND
Statement of Revenues, Expenditures and Change in Fund Balances
for Fiscal Years 2013-14 through 2017-18

	2013-14 Audit	2014-15 Audit	2015-16 Audit	2016-17 Audit	2017-18 Audit
REVENUES					
Revenue Limit/LCFF Sources	\$ 49,488,217	\$ 53,360,775	\$ 63,207,848	\$ 65,894,501	\$ 70,619,714
Federal Revenues	2,301,975	2,455,564	2,355,247	2,293,254	2,364,944
Other State Revenues	5,304,261	4,394,257	8,502,634	6,128,689	6,400,085
Other Local Revenues	10,009,534	10,222,777	7,788,531	7,793,234	8,114,748
Total Revenues	67,103,987	70,433,373	81,854,260	82,109,678	87,499,491
EXPENDITURES					
Current					
Instruction	43,147,110	45,608,211	47,552,970	51,524,215	55,093,118
Instruction related activities:					
Supervision of instruction	2,074,154	1,994,930	2,855,726	3,887,191	5,621,492
Instructional library, media and technology	742,585	777,065	800,053	805,717	1,033,878
School site administration	3,853,316	4,377,746	5,004,378	5,268,149	5,742,731
Pupil services:					
Home-to-school transportation	1,501,366	1,243,627	1,456,610	1,396,909	1,644,621
Food services	--	--	974	881	10,184
All other pupil services	4,109,807	4,640,838	5,578,046	5,838,776	6,838,704
Administration:					
Data processing	776,660	916,931	1,484,002	1,679,288	1,424,075
All other administration	3,531,982	3,567,320	3,947,742	4,423,555	4,384,035
Plant services	5,148,826	5,205,012	5,715,635	6,271,241	6,089,815
Facility acquisition and construction	--	--	--	498,776	--
Ancillary services	--	--	--	--	--
Community services	--	--	--	--	--
Other outgo	390,018	696,814	3,491	7,014	--
Enterprise services	--	--	--	--	--
Debt Service					
Principal	--	--	--	--	--
Interest and other	--	--	--	--	--
Total Expenditures	65,275,824	69,028,494	74,399,627	81,601,712	88,567,518
Excess (Deficiency) of Revenues Over Expenditures	1,828,163	1,404,879	7,454,633	507,966	(1,068,027)
OTHER FINANCING SOURCES (USES):					
Transfers In	--	--	--	--	--
Other sources – proceeds from facilities program loan	--	--	--	--	--
Transfers Out	(50,616)	(91,871)	(210,122)	(348,360)	(1,895,140)
Net Financing Sources	(50,616)	(91,871)	(210,122)	(348,360)	(1,895,140)
NET CHANGE IN FUND BALANCES	1,777,547	1,313,008	7,244,511	159,606	(2,963,167)
Fund Balances at Beginning of Year	12,396,084	14,173,631	15,486,639	22,731,150	22,890,756
Fund Balances at End of Year	\$ 14,173,631	\$ 15,486,639	\$ 22,731,150	\$ 22,890,756	\$ 19,927,589

Source: The District.

Accounting Practices

The accounting policies of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all California school districts. Revenues are recognized in the period in which they become both measurable and available to finance expenditures of the current fiscal period. Expenditures are recognized in the period in which the liability is incurred.

State Budget Measures

The following information concerning the State's budgets has been obtained from publicly available information which the District believes to be reliable; however, the District does not guaranty the accuracy or completeness of this information and has not independently verified such information.

2018-19 State Budget. Governor Brown signed the fiscal year 2018-19 budget for the State (the “2018-19 State Budget”) on June 27, 2018, forecasting revenues and transfers for 2018-19 of \$141.8 billion and expenditures of \$138 billion. For 2017-18, the 2018-19 State Budget includes revenues and transfers of \$135.5 billion, an increase of almost \$10 billion over the 2017-18 State Budget, and expenditures of \$127 billion. The 2018-19 State Budget reflects continued economic expansion and increasing revenues, including record all-time capital gains tax revenues. The Rainy Day Fund is fully funded to \$13.9 billion and an additional \$200 million is deposited to the newly created Safety Net Reserve Fund. In recognition that the current economic prosperity can’t continue indefinitely, the 2018-19 State Budget makes one-time spending commitments rather than on-going programmatic expenditures; primarily for infrastructure, homelessness and mental health. A new funding formula for higher education is adopted that provides increased funding for community college districts that serve low-income students and where students demonstrate certain success. Additionally, the California Online College is created in order to facilitate access to higher education for working adults.

With respect to K-12 education, the 2018-19 State Budget includes total funding of \$97.2 billion (\$56.1 billion State general fund and \$41.1 billion from other funds) with per pupil funding from all sources of \$16,352. LCFF funding is increased by \$3.7 billion to reach full funding. Additionally, the 2018-19 State Budget provides \$1.1 billion in one-time discretionary funds to school districts, charter schools and county offices of education. The 2018-19 State Budget also enacts a new Proposition 98 certification process to ensure annual Proposition 98 certifications.

Significant provisions of the 2018-19 State Budget relating to K-12 education are as follows:

- Career Technical Education—\$164 million ongoing Proposition 98 funds to establish a K-12 specific program within the Strong Workforce Program and \$150 million ongoing Proposition 98 funds to make permanent the Career Technical Education Inventive Grant Program.
- Low-Performing Student Block Grant—\$300 million Proposition 98 funds for local education agencies with students performing at the lowest levels on academic assessments and that do not generate supplemental LCFF funds or special education resources.
- Early Education Expansion Program—\$167.2 million Proposition 98 funds for inclusive early education and care for children up to the age of five in low-income and low access to care areas.

- Teacher Residency Grant Program—\$75 million Proposition 98 funds to support one-year intensive, mentored, clinical teacher preparation programs with \$50 million for preparing and retaining special education teachers and \$25 million for bilingual and STEM teachers.
- Local Solutions Grant Program—\$50 million Proposition 98 funds to provide one-time grants to local educational agencies for locally identified solutions for special education teachers.
- Classified School Employee Summer Assistance Program—\$50 million Proposition 98 funds to provide state matching funds to classified school employees who defer paychecks to the summer recess period.
- Classified School Employee Professional Development Block Grant Program—\$50 million Proposition 98 funds for professional development for classified staff with a priority on the implementation of school safety plans.
- English Language Proficiency Assessment for California—\$27.1 million Proposition 98 funds to convert the paper-based ELPAC to a computer-based assessment and to develop an ELPAC assessment specific to students with exceptional needs.
- Charter School Facility Grant Program—\$21.1 million one-time and \$24.8 million ongoing Proposition 98 funds to reflect increases in programmatic costs.
- Kids Code After-School Program—\$15 million Proposition 98 funds to increase opportunities for students in after-school programs to access computer coding education.
- Fire-Related Support—\$4.4 million Proposition 98 funds in property tax relief to school districts impacted by the fires in Northern and Southern California in 2017, \$25 million Proposition 98 funds through the LCFF and a hold-harmless provision for ADA for three years.
- California-Grown Fresh School Meals Grants—\$1 million one-time Proposition 98 funds to encourage the purchase of California-grown food by schools and expand the number of freshly prepared school meals offered that use California-grown ingredients.
- Fiscal Crisis and Management Assistance Team—\$972,000 Proposition 98 funds to allow FCMAT to coordinate with county offices of education to offer more proactive and preventive services to fiscally distressed school districts, specifically those with a qualified interim budget status.

2019-20 State Budget. On June 27, 2019, Governor Gavin Newsom signed the budget for the State for fiscal year 2019-20 (the “2019-20 State Budget”). Under the 2019-20 State Budget, general fund revenues and transfers are forecasted to total \$150.6 billion with expenditures reaching \$147.8 billion in fiscal year 2019-20. For fiscal year 2018-19, the 2019-20 State Budget includes revenues and transfers of \$149.5 billion, an increase of \$7.7 billion over the 2018-19 State Budget, and expenditures of \$143 billion, approximately \$5 billion greater than under the 2018-19 State Budget. The 2019-20 State Budget includes \$14.3 billion for reserves and paying down debts which will bring the Rainy Day Fund to \$16.5 billion at the end of fiscal year 2019-20. The 2019-20 State Budget also includes a \$4.3 billion supplemental contribution to pay down the State’s share of unfunded PERS liabilities and STRS liabilities. Current assumptions provide that the school district contribution rate to STRS would decrease from 18.13% to 16.7% in fiscal year 2019-20 and from 19.1% to 18.1% in fiscal year 2020-21 as a result

of such one-time payment. See “SUNNYVALE SCHOOL DISTRICT - District Retirement Systems” herein.

The 2019-20 State Budget allocates total K-12 funding of \$103.4 billion (\$58.8 billion in Proposition 98 funds and \$44.6 billion other funds). Total per-pupil funding would reach \$17,423 in 2019-20 from all sources. LCFF funding includes an additional \$1.9 billion in the form of a 3.26% COLA.

Significant features of the 2019-20 State Budget pertaining to K-12 education are as follows:

- Charter School Regulation — accountability requirements for charter schools to align governance, transparency and accountability requirements of school districts and charter schools.
- Special Education— \$645.3 million Proposition 98 funds for special education allocated among school districts based on children ages 3 to 5 years old with exception needs served by a school district.
- Proposition 51 Bond Funds — \$1.5 billion in bond funds to support school construction projects including new construction, modernization, retrofitting, career technical education, and charter school facility projects.
- Proposition 98 Settle-Up — \$686.6 million for K-12 schools and community colleges to pay the balance of past year Proposition 98 funds owed through 2017-18.
- Kindergarten Facilities — \$300 million one-time non-Proposition 98 funds to construct new or retrofit existing facilities to support full-day kindergarten programs, which will increase participation in kindergarten by addressing barriers to access.
- New Teacher Grants — \$89.8 million one-time non-Proposition 98 funds to provide grants of \$20,000 for students enrolled in a professional teacher preparation program who commit to working in a high-need field at a priority school for at least four years.
- After School Education and Safety Program (“ASES”) — \$50 million ongoing Proposition 98 funds to provide an increase of approximately 8.3% to the per-pupil daily rate for ASES.
- Educator Workforce Grants — \$37.1 million for the Educator Workforce Investment Grants for professional development in the following areas i) \$22.1 million for social emotional learning, computer science, restorative practices, and ethnic studies; ii) \$10 million implementation of the English-Learner Roadmap; iii) \$5 million for p special education and inclusive practices.
- 21st Century California Leadership Academy — \$13.8 million federal funds to establish the 21st Century California Leadership Academy, to provide professional learning opportunities for public K-12 administrators and school leaders to acquire the knowledge, skills, and competencies necessary to successfully support the diverse student population served in California public schools.
- Classified Employees Summer Assistance Program — \$36 million one-time Proposition 98 funds to provide a state match for classified employee savings used to provide income during summer months.

- Broadband Infrastructure — \$7.5 million one-time non-Proposition 98 funds for broadband infrastructure.
- Longitudinal Data System — \$10 million one-time non-Proposition 98 funds to plan for and develop a longitudinal data system to track impacts of investments in educational goals.

Future Actions. The State has in past years experienced budgetary difficulties and has balanced its budget by requiring local political subdivisions to fund certain costs theretofore borne by the State. No prediction can be made as to whether the State will take further measures which would, in turn, adversely affect the District. Further State actions taken to address its budgetary difficulties could have the effect of reducing District support indirectly, and the District is unable to predict the nature, extent or effect of such reductions.

The District cannot predict whether the State will encounter budgetary difficulties in the current or future fiscal years. The District also cannot predict the impact future State Budgets will have on District finances and operations or what actions the State Legislature and the Governor may take to respond to changing State revenues and expenditures. Current and future State Budgets will be affected by national and State economic conditions and other factors which the District cannot control. The Bonds are secured by *ad valorem* taxes levied upon real property within the District.

Recent California Drought Conditions and Wildfires. Water shortfalls resulting from the driest conditions in recorded State history caused Governor Brown, on January 17, 2014, to declare a State-wide Drought State of Emergency for California and directed State officials to take all necessary actions to prepare for water shortages. Following the Governor’s declaration, the California State Water Resources Control Board (the “Water Board”) issued a statewide notice of water shortages and potential future curtailment of water right diversions. Subsequent executive orders and Water Board regulations imposed reductions on water usage in response to the drought conditions. On April 7, 2017, the Governor announced the end of the State-wide drought in all but Fresno, Kings, Tulare and Tuolumne Counties in California but extended conservation measures indefinitely in order to prepare California for fluctuations in water conditions and potential future drought conditions. According to the U.S. Drought Monitor, as of March, 2019, California is not currently experiencing any drought conditions.

Additionally, in fall 2017 and summer and fall 2018, certain portions of the State were affected by large wildfires which destroyed both natural lands and residential and commercial properties and resulted in large-scale property value reductions in the impacted areas. The District was not impacted by the wildfires.

The District cannot make any representation regarding the effects that the drought or fire conditions has had, or may have on the value of taxable property within the District, or to what extent drought or fire could cause disruptions to agricultural production, destroy property, reduce land values and adversely impact other economic activity within the boundaries of the District.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES

Article XIII A of the California Constitution

Article XIII A of the State Constitution (“Article XIII A”) limits the amount of *ad valorem* taxes on real property to 1% of “full cash value” as determined by the County assessor. Article XIII A defines “full cash value” to mean “the county assessor’s valuation of real property as shown on the 1975-76 bill under ‘full cash value,’ or thereafter, the appraised value of real property when purchased, newly

constructed or a change in ownership has occurred after the 1975 assessment,” subject to exemptions in certain circumstances of property transfer or reconstruction. Determined in this manner, the full cash value is also referred to as the “base year value.” The “full cash value” is subject to annual adjustment to reflect increases, not to exceed 2% for any year, or decreases in the consumer price index or comparable local data, or to reflect reductions in property value caused by damage, destruction or other factors.

Article XIII A has been amended to allow for temporary reductions of assessed value in instances where the fair market value of real property falls below the base year value. Proposition 8—approved by the voters in November of 1978—provides for the enrollment of the lesser of the base year value or the market value of real property, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property, or other factors causing a similar decline. In these instances, the market value is required to be reviewed annually until the market value exceeds the base year value. Reductions in assessed value could result in a corresponding increase in the annual tax rate levied by the County to pay debt service on outstanding general obligation bonds of the District, including the Bonds. See “TAX BASE FOR REPAYMENT OF THE BONDS – Assessed Valuations” herein.

Article XIII A requires a vote of two-thirds of the qualified electorate of a city, county, special district or other public agency to impose special taxes, while totally precluding the imposition of any additional *ad valorem*, sales or transaction tax on real property. Article XIII A exempts from the 1% tax limitation any taxes above that level required to pay debt service (a) on any indebtedness approved by the voters prior to July 1, 1978, or (b) as the result of an amendment approved by State voters on June 3, 1986, on any bonded indebtedness approved by two-thirds or more of the votes cast by the voters for the acquisition or improvement of real property on or after July 1, 1978, or (c) on bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% or more of the votes cast on the proposition, but only if certain accountability measures are included in the proposition. The tax for payment of principal of and interest on the Bonds falls within the exception described in (c) of the immediately preceding sentence. In addition, Article XIII A requires the approval of two-thirds or more of all members of the State Legislature to change any State taxes for the purpose of increasing tax revenues.

Legislation Implementing Article XIII A

Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the County and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the “taxing area” based upon their respective “situs.” Any such allocation made to a local agency continues as part of its allocation in future years.

Beginning in fiscal year 1981-82, assessors in California no longer record property values on tax rolls at the assessed value of 25% of market value which was expressed as \$4 per \$100 of assessed value. All taxable property is now shown at 100% of assessed value on the tax rolls. Consequently, the tax rate is expressed as \$1 per \$100 of taxable value. All taxable property value included in this Official Statement is shown at 100% of taxable value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

Both the United States Supreme Court and the California State Supreme Court have upheld the general validity of Article XIII A.

Unitary Property

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions (“unitary property”). Under the State Constitution, such property is assessed by the State Board of Equalization (“SBE”) as part of a “going concern” rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the County by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

The California electric utility industry has been undergoing significant changes in its structure and in the way in which components of the industry are regulated and owned. Sale of electric generation assets to largely unregulated, nonutility companies may affect how those assets are assessed, and which local agencies are to receive the property taxes. The District is unable to predict the impact of these changes on its utility property tax revenues, or whether legislation may be proposed or adopted in response to industry restructuring, or whether any future litigation may affect ownership of utility assets or the State’s methods of assessing utility property and the allocation of assessed value to local taxing agencies, including the District. Because the District is not a basic aid district, taxes lost through any reduction in assessed valuation will be compensated by the State as equalization aid under the State’s school financing formula. See “DISTRICT FINANCIAL INFORMATION – State Funding of Education” herein.

Article XIII B of the California Constitution

Article XIII B of the State Constitution (“Article XIII B”), as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. As amended, Article XIII B defines

(a) “change in the cost of living” with respect to school districts to mean the percentage change in California per capita income from the preceding year, and

(b) “change in population” with respect to a school district to mean the percentage change in the average daily attendance of the school district from the preceding fiscal year.

For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year pursuant to the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. “Proceeds of taxes” include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for certain debt service, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the Legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIIB includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years.

Article XIIB also includes a requirement that 50% of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund pursuant to Section 8.5 of Article XVI of the State Constitution. See “–Proposition 98” and “–Proposition 111” below.

Article XIIC and Article XIID of the California Constitution

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

According to the “Title and Summary” of Proposition 218 prepared by the California Attorney General, Proposition 218 limits “the authority of local governments to impose taxes and property-related assessments, fees and charges.” Among other things, Article XIIC establishes that every tax is either a “general tax” (imposed for general governmental purposes) or a “special tax” (imposed for specific purposes), prohibits special purpose government agencies such as school college districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIIC further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4. Article XIID deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIIC or XIID will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

The District does not impose any taxes, assessments, or property-related fees or charges which are subject to the provisions of Proposition 218. It does, however, receive a portion of the basic one 1% *ad valorem* property tax levied and collected by the County pursuant to Article XIII A of the California Constitution. The provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District.

Proposition 26

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

Proposition 98

On November 8, 1988, California voters approved Proposition 98, a combined initiative constitutional amendment and statute called the “Classroom Instructional Improvement and Accountability Act” (the “Accountability Act”). Certain provisions of the Accountability Act, have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State’s appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as “K-14 school districts”) at a level equal to the greater of (a) the same percentage of the State general fund revenues as the percentage appropriated to such districts in 1986-87, or (b) the amount actually appropriated to such districts from the State general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which could be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Since the Accountability Act is unclear in some details, there can be no assurances that the Legislature or a court might not interpret the Accountability Act to require a different percentage of State

general fund revenues to be allocated to K-14 school districts, or to apply the relevant percentage to the State's budgets in a different way than is proposed in the Governor's Budget.

Proposition 111

On June 5, 1990, the voters of California approved the Traffic Congestion Relief and Spending Limitation Act of 1990 ("Proposition 111"), which modified the State Constitution to alter the Article XIII B spending limit and the education funding provisions of Proposition 98. Proposition 111 took effect on July 1, 1990.

The most significant provisions of Proposition 111 are summarized as follows:

- a. Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the "change in the cost of living" is now measured by the change in California per capita personal income. The definition of "change in population" specifies that a portion of the State's spending limit is to be adjusted to reflect changes in school attendance.
- b. Treatment of Excess Tax Revenues. "Excess" tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess is to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools' minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit is not to be increased by this amount.
- c. Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit. First, there are excluded all appropriations for "qualified capital outlay projects" as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above 1990 levels (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the Legislature and the Governor, which expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.
- d. Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.

- e. School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1) 40.9% of State general fund revenues (the “first test”) or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to per capita personal income) and enrollment (the “second test”). Under Proposition 111, schools will receive the greater of (1) the first test, (2) the second test, or (3) a third test, which will replace the second test in any year when growth in per capita State general fund revenues from the prior year is less than the annual growth in California per capita personal income. Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and per capita State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a “credit” to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

Proposition 39

On November 7, 2000, California voters approved an amendment (commonly known as Proposition 39) to the California Constitution. This amendment (1) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendment may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts, including the District, community college districts, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1% of the value of property, and property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to buy or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 placed certain limitations on local school bonds to be approved by 55% of the voters. These provisions require that the tax rate per \$100,000 of taxable property value projected to be levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for a high school or elementary school district), or \$25 (for a community college district), when assessed valuation is projected to increase in accordance with Article XIII A of the Constitution. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

Jarvis v. Connell

On May 29, 2002, the California Court of Appeal for the Second District decided the case of *Howard Jarvis Taxpayers Association, et al. v. Kathleen Connell* (as Controller of the State of California

(the “Controller”). The Court of Appeal held that either a final budget bill, an emergency appropriation, a self-executing authorization pursuant to state statutes (such as continuing appropriations) or the California Constitution or a federal mandate is necessary for the Controller to disburse funds. The foregoing requirement could apply to amounts budgeted by the District as being received from the State. To the extent the holding in such case would apply to State payments reflected in the District’s budget, the requirement that there be either a final budget bill or an emergency appropriation may result in the delay of such payments to the District if such required legislative action is delayed, unless the payments are self-executing authorizations or are subject to a federal mandate. On May 1, 2003, the California Supreme Court upheld the holding of the Court of Appeal, stating that the Controller is not authorized under State law to disburse funds prior to the enactment of a budget or other proper appropriation, but under federal law, the Controller is required, notwithstanding a budget impasse and the limitations imposed by State law, to timely pay those State employees who are subject to the minimum wage and overtime compensation provisions of the federal Fair Labor Standards Act.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amends the State constitution to significantly reduce the State’s authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amends the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act, approved by the voters of the State on November 2, 2010, prohibits the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies and eliminates the State’s authority to shift property taxes temporarily during a severe financial hardship of the State. In addition, Proposition 22 restricts the State’s authority to use State fuel tax revenues to pay debt service on state transportation bonds, to borrow or change the distribution of state fuel tax revenues, and to use vehicle license fee revenues to reimburse local governments for state mandated costs. Proposition 22 impacts resources in the State’s general fund and transportation funds, the State’s main funding source for schools and community colleges, as well as universities, prisons and health and social services programs. According to an analysis of Proposition 22 submitted by the Legislative Analyst’s Office (the “LAO”) on July 15, 2010, the expected reduction in resources available for the State to spend on these other programs as a consequence of the passage of Proposition 22 was expected to be approximately \$1 billion in fiscal year 2010-11, with an estimated immediate fiscal effect equal to approximately 1% of the State’s total general fund spending. The longer-term effect of Proposition 22, according to the LAO analysis, will be an increase in the State’s general fund costs by approximately \$1 billion annually for several decades.

On December 30, 2011, the California Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos*, finding ABx1 26, a trailer bill to the 2011-12 State budget, to be constitutional. As a result, all redevelopment agencies in California were dissolved as of February 1, 2012, and all net tax increment revenues, after payment of redevelopment bonds debt service and administrative costs, will be distributed to cities, counties, special districts and school districts. The Court also found that ABx1 27, a companion bill to ABx1 26, violated the California Constitution, as amended

by Proposition 22. ABx1 27 would have permitted redevelopment agencies to continue operations provided their establishing cities or counties agreed to make specified payments to school districts and county offices of education, totaling \$1.7 billion statewide. ABx1 26 was modified by Assembly Bill No. 1484 (Chapter 26, Statutes of 2011-12), which, together with ABx1 26, is referred to herein as the “Dissolution Act.” The Dissolution Act provides that all rights, powers, duties and obligations of a redevelopment agency that have not been repealed, restricted or revised pursuant to ABx1 26 will be vested in a successor agency, generally the county or city that authorized the creation of the redevelopment agency (each, a “Successor Agency”). All property tax revenues that would have been allocated to such redevelopment agency will be allocated to the Successor Agency, to be used for the payment of pass-through payments to local taxing entities and to any other “enforceable obligations” (as defined in the Dissolution Act), as well to pay certain administrative costs. The Dissolution Act defines “enforceable obligations” to include bonds, loans, legally requirement payments, judgments or settlements, legal binding and enforceable obligations, and certain other obligations. Tax revenues in excess of such amounts, if any, will be distributed to local taxing entities in the same proportions as other tax revenues.

The District can make no representations as to the extent to which its revenue limit apportionments may be offset by the future receipt of pass through tax increment revenues, or any other surplus property tax revenues pursuant to the Dissolution Act.

Proposition 30

On November 6, 2012, voters approved the Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as “Proposition 30”), which temporarily increased the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 temporarily imposed an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2017. Proposition 30 also imposed an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017, for storage, use, or other consumption in the State. This excise tax was levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending January 1, 2019, Proposition 30 increased the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,000 for single filers (over \$500,000 but less than \$600,001 for joint filers and over \$340,000 but less than \$408,001 for head-of-household filers), (ii) 2% for taxable income over \$300,000 but less than \$500,001 for single filers (over \$600,000 but less than \$1,000,001 for joint filers and over \$408,000 but less than \$680,001 for head-of-household filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$1,000,000 for joint filers and over \$680,000 for head-of-household filers).

The revenues generated from the temporary tax increases were included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES – Proposition 98” and “—Proposition 111” herein. From an accounting perspective, the revenues generated from the temporary tax increases were deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the “EPA”). Pursuant to Proposition 30, funds in the EPA were and will be allocated quarterly, with 89% of such funds provided to schools districts and 11% provided to community college districts. The funds are distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is

granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

Proposition 55

At the November 8, 2016 general election, the voters in the State approved the Tax Extension of Education and Healthcare Initiative (“Proposition 55”) which extends the increase in personal income tax on high-income taxpayers imposed under Proposition 30 until 2030. Proposition 55 did not extend the sales tax increases imposed under Proposition 30 which expired in 2016.

Proposition 51

The Kindergarten through Community College Public Education Facilities Bond Act of 2016 (also known as Proposition 51) was a voter initiative that was approved by voters in the State on November 8, 2016. Proposition 51 authorizes the sale and issuance of \$9 billion in general obligation bonds by the State for the new construction and modernization of K-14 facilities.

K-12 School Facilities. Proposition 51 includes \$3 billion for the new construction of K-12 facilities and an additional \$3 billion for the modernization of existing K-12 facilities. K-12 school districts will be required to pay for 50% of the new construction costs and 40% of the modernization costs with local revenues. If a school districts lack sufficient local funding, it may apply for additional state grant funding, up to 100% of the project costs. In addition, a total of \$1 billion will be available for the modernization and new construction of charter school (\$500 million) and technical education (\$500 million) facilities. Generally, 50% of modernization and new construction project costs for charter school and technical education facilities must come from local revenues. However, schools that cannot cover their local share for these two types of projects may apply for state loans. State loans must be repaid over a maximum of 30 years for charter school facilities and 15 years for career technical education facilities. For career technical education facilities, state grants are capped at \$3 million for a new facility and \$1.5 for a modernized facility. Charter schools must be deemed financially sound before project approval.

Community College Facilities. Proposition 51 includes \$2 billion for community college district facility projects, including buying land, constructing new buildings, modernizing existing buildings, and purchasing equipment. In order to receive funding, community college districts must submit project proposals to the Chancellor of the community college system, who then decides which projects to submit to the State legislature and Governor based on a scoring system that factors in the amount of local funds contributed to the project. The Governor and State legislature will select among eligible projects as part of the annual state budget process.

The District makes no representation that it will either pursue or qualify for Proposition 51 State facilities funding.

Proposition 2

Proposition 2, a legislatively referred Constitutional amendment approved by the voters in November, 2014 (“Proposition 2”), changed the way in which the State pays off existing debts, funds its reserves and draws from those reserves in times of economic slowdowns, as well as requires that reserves be set aside for schools and community colleges under certain circumstances. In addition, as a result of the passage of Proposition 2, new rules for school district reserves were implemented.

Under Proposition 2, the State is required annually to deposit 1.5% of general fund revenues into the Budget Stabilization Account (“BSA”). From fiscal year 2015-16 through 2029-30, under Proposition 2, one half of the amount required to be deposited to the BSA must be applied to the payment of debts for pension and retiree benefits and specified debts to local governments and certain other State accounts. In years when capital gains tax revenues exceed 8% of general fund revenues, a portion of such excess capital gains tax revenue is also required to be applied to the pay down of State debt. Deposits to the BSA are required until the amount on hand in the BSA reaches 10% of general fund revenues. Once the maximum has been reached, the required deposit amount may be applied to other expenditures.

In the event the Governor were to declare a budget emergency, Proposition 2 would permit a smaller deposit to the BSA. A budget emergency may be called if there is a natural disaster such as an earthquake or flood or general fund revenues reach a certain minimum level. Withdrawals from the BSA, under Proposition 2, are permitted upon a majority vote of the legislature only when the Governor has declared a budget emergency. If a budget emergency is called for two straight years in a row, in the second budget emergency year, the entire amount on hand might be withdrawn.

Public School System Stabilization Account. In the event capital gains tax revenues collected by the State in any given fiscal year exceed 8% of general fund revenues, a portion of such excess is required to be deposited into the newly established under Proposition 2 Public School System Stabilization Account which serves as a reserve account for school funding in years when the State budget is smaller.

SB 858 and SB 751. State regulations require school districts to budget a reserve for economic uncertainties. The recommended minimum amounts vary from 1% to 5% of total expenditures and other financing uses, depending on the district's ADA. SB 858, adopted in June 2014, imposed limitations relating to ending fund balances for school districts. Beginning in 2015–16, a school district that proposes to adopt or revise a budget that includes an ending fund balance that is two to three times higher than the state’s minimum recommended reserve for economic uncertainties must substantiate the need for the higher balance. SB 751, which was adopted in October 2017 and amended Section 42127.01 of the Education Code, placed certain restrictions on the amount of a school district’s ending fund balances if a certain amount of funds is available in the State’s PSSSA. In a fiscal year in which the amount of moneys in the PSSSA is equal to or exceeds 3% of the combined total of general fund revenues appropriated for school districts for that fiscal year, (see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES—Proposition 98”), a school district’s adopted or revised budget may not contain an assigned or unassigned ending fund balance higher than 10% of expenditures and other financing uses. A county superintendent could waive the prohibition, pursuant to specified conditions, for up to two consecutive years within a three-year period. SB 751 does not apply to school districts with an ADA of less than 2,501 students and basic aid school districts.

If the cap is triggered, unless exempted, a school district would be required to increase expenditures in order to bring its ending fund balance down to the maximum level. The PSSA appears to be intended to provide a substitute for local reserves in the event of a future economic downturn.

The District is required to maintain a reserve for economic uncertainties at least equal to 3% of general fund expenditures and other financing uses. On June 30, 2018, the District had unassigned available reserves of \$____, or approximately ____% of outgo. The District is unable to predict what the effect on its budget will be following implementation of these new rules. It is anticipated that if the cap is triggered, it will materially change the District’s current policies on reserves.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 26, 98 and 111 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

SUNNYVALE SCHOOL DISTRICT

Introduction

The District, established in 1904, is located in northwestern Santa Clara County (the "County") in the region of the State known as Silicon Valley. The District serves the residents in approximately two-thirds of the City of Sunnyvale (the "City") and provides education services in a comprehensive preschool program, eight elementary schools and two middle schools. The average daily attendance ("ADA") for the District for 2018-19 was 6,412 students and the budgeted ADA for fiscal year 2019-20 is 6,419 students. The District had a 2018-19 assessed valuation of \$33,259,307,690. The audited financial statements for the District for the fiscal year ended June 30, 2018 are attached as APPENDIX D hereto.

Board of Education

The District is governed by a Board. The Board consists of five members who are elected at-large to overlapping four-year terms at elections held in staggered years. If a vacancy arises during any term, the vacancy is filled by either an appointment by the majority vote of the remaining Board members or by a special election. There is currently one vacant seat on the Board. The years in which the current terms for each member of the Board expire are set forth in the following table:

SUNNYVALE SCHOOL DISTRICT Board of Education

Name	Office	Term Expires December
Nancy Newkirk	President	2020
Michelle Maginot	Vice President	2022
Reid Myers	Clerk	2020
Jeffrey Arnett	Member	2022
Bridget Watson	Member	2022

Source: The District.

Unless otherwise indicated, the following financial, statistical and demographic data has been provided by the District. Additional information concerning the District and copies of the most recent and subsequent audited financial statements of the District may be obtained by contacting: Sunnyvale School District, 819 Iowa Avenue, Sunnyvale, California 94086, Attention: Chief Financial Officer. The District may charge a small fee for copying, mailing and handling.

Key Personnel

The following is a listing of the key administrative personnel of the District and brief biographies of certain District administrators follow.

Name	Title
Benjamin H. Picard, Ed.D.	Superintendent
Michael Gallagher, Ed.D.	Deputy Superintendent of Human Resources
Mala Ahuja	Assistant Superintendent, Curriculum, Instruction & Assessment
Tasha L. Dean, Ed.D.	Assistant Superintendent of Student Services and Special Education
Lori van Gogh	Chief Financial Officer
Rob Smiley	Chief Operations Officer

Dr. Benjamin H. Picard, Ed.D. – Superintendent. Dr. Picard, Ed.D. was appointed Superintendent of the District on February 1, 2009. Dr. Picard has over 32 years of experience in California schools.

Lori van Gogh – Chief Financial Officer. [Bio to come.]

Employees and Labor Relations

The District has budgeted for approximately 411 full-time equivalent certificated academic professionals as well as approximately 308 full-time equivalent classified employees.

The certificated employees of the District have assigned the Sunnyvale Education Association (“SEA”) as their exclusive bargaining agent. The contract between the District and SEA expires on June 30, 2021.

The classified employees have assigned California School Employees Association and its Chapter 205 (“CSEA”) as their exclusive bargaining agent. The contract between the District and CSEA expired on June 30, 2019. [confirm]

The certificated management, classified management and confidential employees of the District have assigned the Sunnyvale Certificated and Classified Association for Management Personnel (“SCCAMP”) as their exclusive bargaining agent. The District and SCCAMP entered into a Memorandum of Understanding that expired on June 30, 2019. [confirm]

District Retirement Systems

The information set forth below regarding the District’s retirement programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not to be construed as a representation by either the District or the Underwriter.

STRS. All full-time certificated employees, as well as certain classified employees, are members of the State Teachers’ Retirement System (“STRS”). STRS provides retirement, disability and survivor benefits to plan members and beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers’ Retirement Law. The District is currently required by such statutes to contribute 16.28% of eligible salary expenditures, while participants contribute either

10.25% or 10.205% of their respective salaries. The State also contributes to STRS, currently in an amount equal to 9.828% of teacher payroll. The State's contribution reflects a base contribution of 2.017% and a supplemental contribution that will vary from year-to-year based on statutory criteria.

As part of the 2014-15 State Budget, the Governor signed Assembly Bill 1469 ("AB 1469") which implemented a new funding strategy for STRS, increasing the employer contribution rate in fiscal year 2014-15 from 8.25% to 8.88% of covered payroll. Such rate increased by 1.85% in fiscal year 2015-16 and will continue to increase annually until the employer contribution rate is 19.10% of covered payroll as further described below. Teacher contributions will also increase from 8.00% to a total of 10.25% of pay, phased in over the three year period from 2014-15 through 2017-18. The State's total contribution will also increase from approximately 3% in fiscal year 2013-14 to 6.30% of payroll in fiscal year 2016-17, plus the continued payment of 2.5% of payroll annually for a supplemental inflation protection program for a total of 8.80%. In addition, AB 1469 provides the State Teachers Retirement Board with authority to modify the percentages paid by employers and employees for fiscal year 2021-22 and each fiscal year thereafter to eliminate the STRS unfunded liability by June 30, 2046. The State Teachers Retirement Board would also have authority to reduce employer and State contributions if they are no longer necessary.

Pursuant to A.B. 1469, school district's contribution rates will increase over a seven-year phase-in period in accordance with the following schedule:

SCHOOL DISTRICT CONTRIBUTION RATES
State Teachers' Retirement Fund

Effective Date (July 1)	School District Contribution Rate to STRS
2014	8.88%
2015	10.73
2016	12.58
2017	14.43
2018	16.28
2019	17.10*
2020	18.40*

* The 2019-20 State Budget provided supplemental payments to STRS by the State which reduces the school district contribution rate under A.B. 1469.

The District contributed \$2,687,229 to STRS for fiscal year 2014-15, \$3,548,001 for fiscal year 2015-16, \$4,456,767 for fiscal year 2016-17 and \$5,502,065 for fiscal year 2017-18. Such contributions were equal to 100% of the required contributions for the respective years. The District estimates a contribution of \$_____ for fiscal year 2018-19 and has budgeted a contribution of \$_____ for fiscal year 2019-20. With the implementation of AB 1469, the District anticipates that its contributions to STRS will increase in future fiscal years as compared to prior fiscal years. The District, nonetheless, is unable to predict all factors or any changes in law that could affect its required contributions to STRS in future fiscal years.

PERS. Classified employees working four or more hours per day are members of the Public Employees' Retirement System ("PERS"). PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by the State statutes, as legislatively amended, with the Public Employees' Retirement Laws.

The District is currently required to contribute to PERS at an actuarially determined rate, which is 19.721% of eligible salary expenditures for fiscal year 2019-20, while participants enrolled in PERS (whether enrolled prior to or subsequent to January 1, 2013) contribute 7% of their respective salaries.

On April 19, 2017, the Board of Administration of PERS adopted new contribution rates for school districts. The revised contribution rates are, as were the previous contribution rates, based on certain demographic assumptions adopted by the Board of Administration in February 2014 which took into account longer life spans of public employees from previous assumptions. Such demographic assumptions generally increase costs for the State and public agency employers (including school districts), which costs will be amortized over 20 years and were phased in over three years beginning in fiscal year 2014-15 for the State and amortized over 20 years and phased in over five years beginning in fiscal year 2016-17 for the employers. PERS estimated that the new demographic assumptions would cost public agency employers up to 5% of payroll for miscellaneous employees at the end of the five year phase in period. To the extent, however, that current and future experiences differ from PERS' assumptions, the required employer contributions may vary. The 2017-18 contribution rate also took into account increased payroll over 2016-17, a lowered discount rate (which was approved in December 2016) as well as lower than predicted investment returns in prior years. As a result of payments to be made by the State as part of the 2019-20 State Budget, the estimated future employer contribution rates to PERS were again revised downward for fiscal years 2019-20 through 2025-26 but remain subject to annual adoption by the PERS Board of Administration. See "DISTRICT FINANCIAL INFORMATION- State Budget Measures" herein.

The District contributed \$1,336,108 to PERS for fiscal year 2014-15, \$1,441,064 for fiscal year 2015-16, \$2,027,403 for fiscal year 2016-17 and \$2,463,916 for fiscal year 2017-18, which amounts equaled 100% of required contributions to PERS. The District estimates a contribution of \$_____ for fiscal year 2018-19 and has budgeted a contribution of \$_____ for fiscal year 2019-20.

State Pension Trusts. Each of STRS and PERS issues a separate comprehensive financial report that includes financial statements and required supplemental information. Copies of such financial reports may be obtained from each of STRS and PERS as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; (ii) PERS, P.O. Box 942703, Sacramento, California 94229-2703. Moreover, each of STRS and PERS maintains a website, as follows: (i) STRS: www.calstrs.com; (ii) PERS: www.calpers.ca.gov. However, the information presented in such financial reports or on such websites is not incorporated into this Official Statement by any reference.

Both STRS and PERS have substantial statewide unfunded liabilities. The amount of these unfunded liabilities will vary depending on actuarial assumptions, returns on investments, salary scales and participant contributions. The following table summarizes information regarding the actuarially-determined accrued liability for PERS and STRS as of July 1, 2017.

FUNDED STATUS
STRS (DEFINED BENEFIT PROGRAM) and PERS
Actuarial Valuation as of July 1, 2017
(Dollar Amounts in Millions) ⁽¹⁾

<u>Plan</u>	<u>Accrued Liability</u>	<u>Market Value of Trust Assets</u>	<u>Unfunded Liability</u>
Public Employees Retirement Fund (PERS)	\$84,416	\$60,865	(\$23,551)
State Teachers' Retirement Fund Defined Benefit Program (STRS)	286,950	197,718	(107,261)

⁽¹⁾ Amounts may not add due to rounding.

Source: PERS State & Schools Actuarial Valuation; STRS Defined Benefit Program Actuarial Valuation.

Unlike PERS, STRS contribution rates for participant employers, employees hired prior to the Implementation Date (defined herein) and the State are set by statute and do not currently vary from year-to-year based on actuarial valuations. As a result of the Reform Act (defined below), the contribution rate for STRS participants hired after the Implementation Date will vary from year-to-year based on actuarial valuations. See “—California Public Employees’ Pension Reform Act of 2013” below. In recent years, the combined employer, employee and State contributions to STRS have been significantly less than actuarially required amounts. As a result, and due in part to investment losses, the unfunded liability of STRS has increased significantly. AB 1469 is intended to address this unfunded liability. The District can make no representations regarding the future program liabilities of STRS, or whether the District will be required to make larger contributions to STRS in the future. The District can also provide no assurances that the District’s required contributions to PERS will not increase in the future.

California Public Employees’ Pension Reform Act of 2013. On September 12, 2012, the Governor signed into law the California Public Employee’s Pension Reform Act of 2013 (the “Reform Act”), which makes changes to both STRS and PERS, most substantially affecting new employees hired after January 1, 2013 (the “Implementation Date”). For STRS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor (the age factor is the percent of final compensation to which an employee is entitled to for each year of service) from age 60 to 62 and increasing the eligibility of the maximum age factor of 2.4% from age 63 to 65. Similarly, for non-safety PERS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor from age 55 to 62 and increases the eligibility requirement for the maximum age factor of 2.5% to age 67. Among the other changes to PERS and STRS, the Reform Act also: (i) requires all new participants enrolled in PERS and STRS after the Implementation Date to contribute at least 50% of the total annual normal cost of their pension benefit each year as determined by an actuary, (ii) requires STRS and PERS to determine the final compensation amount for employees based upon the highest annual compensation earnable averaged over a consecutive 36-month period as the basis for calculating retirement benefits for new participants enrolled after the Implementation Date (currently 12 months for STRS members who retire with 25 years of service), and (iii) caps “pensionable compensation” for new participants enrolled after the Implementation Date at 100% of the federal Social Security contribution and benefit base for members participating in Social Security or 120% for members not participating in social security, while excluding previously allowed forms of compensation under the formula such as payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off.

GASB Statement Nos. 67 and 68. On June 25, 2012, GASB approved Statements Nos. 67 and 68 (“Statements”) with respect to pension accounting and financial reporting standards for state and local governments and pension plans. The new Statements, No. 67 and No. 68, replace GASB Statement No. 27 and most of Statements No. 25 and No. 50. The changes impact the accounting treatment of pension plans in which state and local governments participate. Major changes include: (1) the inclusion of unfunded pension liabilities on the government’s balance sheet (currently, such unfunded liabilities are typically included as notes to the government’s financial statements); (2) more components of full pension costs being shown as expenses regardless of actual contribution levels; (3) lower actuarial discount rates being required to be used for underfunded plans in certain cases for purposes of the financial statements; (4) closed amortization periods for unfunded liabilities being required to be used for certain purposes of the financial statements; and (5) the difference between expected and actual investment returns being recognized over a closed five-year smoothing period. In addition, according to GASB, Statement No. 68 means that, for pensions within the scope of the Statement, a cost-sharing employer that does not have a special funding situation is required to recognize a net pension liability, deferred outflows of resources, deferred inflows of resources related to pensions and pension expense based on its proportionate share of the net pension liability for benefits provided through the pension plan. Because the accounting standards do not require changes in funding policies, the full extent of the effect

of the new standards on the District is not known at this time. The reporting requirements for pension plans took effect for the fiscal year beginning July 1, 2013 and the reporting requirements for government employers, including the District, took effect for the fiscal year beginning July 1, 2014.

The District's proportionate shares of the net pension liability of STRS and PERS, as of June 30, 2018, are as shown in the following table.

Pension Plan	Proportionate Share of Net Pension Liability
STRS	\$61,114,708
PERS	<u>27,254,479</u>
Total	\$88,369,187

Source: The District.

For further information about the District's contributions to STRS and PERS, see Note 14 in the District's audited financial statements for fiscal year ended June 30, 2018 attached hereto as Appendix B.

Other Post-Employment Benefits

In June 2004, the Governmental Accounting Standards Board ("GASB") pronounced Statement No. 45, *Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions*. The pronouncement required public agency employers providing healthcare benefits to retirees to recognize and account for the costs for providing these benefits on an accrual basis and provide footnote disclosure on the progress toward funding the benefits. In June 2015, GASB replaced Statement No. 45 with Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* which the District implemented in fiscal year 2017-18.

Employees who are eligible to receive retiree employment benefits other than pensions ("Health & Welfare Benefits") while in retirement must meet specific criteria, *i.e.*, age and years with the District. Contribution requirements are established and may be amended by agreement between the District and each of its bargaining units. At July 1, 2018, 36 retirees and their beneficiaries were receiving Health & Welfare Benefits with 684 employees earning service credit towards eligibility.

Expenditures for Health & Welfare Benefits are recognized each pay period at a rate that approximates the amount of premiums paid. During fiscal year 2017-18, the District contributed \$586,822 towards Health & Welfare Benefits, all of which was used for current premiums.

The following table shows the changes in the District's net Health and Welfare Benefits as of June 30, 2018.

SUNNYVALE SCHOOL DISTRICT
Health & Welfare Benefit Liability

	2018
Balance at June 30, 2016	
Service Cost	\$442,760
Interest	312,567
Benefit payments	<u>(586,822)</u>
Net Change in Total Liability	168,505
Total liability - beginning	10,277,323
Total liability - ending	\$10,445,828

Source: The District.

Risk Management

The District is exposed to various risks of loss related to tortious liability, theft, damage or destruction of assets, errors or omissions, employee injuries or natural disasters. The District is a member of Alliance of Schools for Cooperative Insurance Programs ("ASCIP") and Santa Clara County Schools' Insurance Group ("SCCSIG") which provide health, workers' compensation and property liability insurance coverage to the District. ASCIP and SCCSIG are joint powers authorities. The relationship between the District and the joint powers authorities is such that the joint powers authorities are not a component unit of the District for financial reporting purposes.

The District maintains insurance or self-insurance in such amounts and with such retentions and other terms providing coverages for property damage, fire and theft, general public liability and worker's compensation as are adequate, customary and comparable with such insurance maintained by similarly situated school districts. In addition, based upon prior claims experience, The District believes that the recorded liabilities for self-insured claims are adequate.

District Debt Structure

Long-Term Debt. A schedule of the District's changes in long-term debt for the year ended June 30, 2018 is shown below:

SUNNYVALE SCHOOL DISTRICT
Long-Term Debt

	Balance June 30, 2017	Additions	Deductions	Balance June 30, 2018	Due Within One Year
General obligation bonds					
Current interest bonds	\$195,800,000	--	\$2,450,000	\$193,350,000	\$4,870,000
Capital appreciation bonds	407,100	\$46,200	--	453,300	--
Bond premium	<u>19,183,233</u>	<u>--</u>	<u>558,684</u>	<u>18,297,549</u>	<u>885,684</u>
Subtotal	215,390,333	46,200	3,335,684	212,100,849	5,755,684
Compensated absences	<u>509,393</u>	<u>64,807</u>	<u>--</u>	<u>574,200</u>	<u>--</u>
Total	\$215,899,726	\$111,007	\$3,335,684	\$212,675,049	\$5,755,684

Source: The District.

General Obligation Bonds

On June 4, 1996, the District received authorization to issue \$34,000,000 of general obligation bonds (the “1996 Authorization”). Pursuant to the 1996 Authorization, the District issued its \$10,000,000 1996 General Obligation Bonds, Series 1996A (the “1996A Bonds”), its \$9,500,000 General Obligation Bonds, Election of 1996, Series 1998B (the “1998B Bonds”) and its \$14,499,947.35 General Obligation Bonds, Election of 1996, Series 2000C (the “2000C Bonds”). On December 16, 2003, the District issued \$8,715,000 2003 General Obligation Refunding Bonds, refunding the 1996A Bonds (the “2003 Refunding Bonds”). On November 15, 2005, the Alameda Contra-Costa County Schools Financing issued the \$22,660,000 Revenue Bonds, 2005 Series B, (Sunnyvale School District Refunding Program) (Santa Clara County, California) (the “2005 Authority Bonds”) refunding the District’s 1998B Bonds and the 2000C Bonds. On March 14, 2012, the District issued its \$4,925,000 2012 General Obligation Refunding Bonds to refund the 2003 Refunding Bonds. On August 12, 2014, the District issued its \$14,815,000 2014 General Obligation Refunding Bonds to refund the 2005 Authority Bonds.

On November 2, 2004, the District received authorization to issue \$120,000,000 of general obligation bonds (the “2004 Authorization”). The District caused to be issued its \$35,000,000 General Obligation Bonds, Election of 2004, Series A (the “2004 Series A Bonds”), its \$30,000,000 General Obligation Bonds, Election of 2004, Series B (the “2004 Series B Bonds”), its \$35,000,000 General Obligation Bonds, Election of 2004, Series C, (2010) (the “2004 Series C Bonds”) and the 2004 Series D Bonds pursuant to the 2004 Authorization. The District also issued its 2015 General Obligation Refunding Bonds to refund a portion of i) the 2004 Series A Bonds, ii) the 2004 Series B Bonds, iii) the 2004 Series C Bonds, and iv) the 2004 Series D Bonds.

On November 5, 2013, the District received authorization to issue \$96,000,000 principal amount of general obligations bonds (the “2013 Authorization”). Pursuant to the 2013 Authorization, the District issued the Series A Bonds and its \$40,000,000 General Obligation Bonds, Election of 2013, Series B (2016).

A portion of the 2004 Series D Bonds and the Series A Bonds are intended to be refunded by the Refunding Bonds described herein. See “PLAN OF FINANCE – The Refunding.”

No additional general obligation bonds remain for issuance under the 1996 Authorization or the 2004 Authorization, except for refunding bonds. Subsequent to the issuance of the Bonds, no general obligation bonds will remain for issuance under the 2013 Authorization.*

On November 6, 2018, the District received authorization to issue \$100,000,000 aggregate principal amount of general obligation bonds (the “2018 Authorization”). \$100,000,000 principal amount of general obligation bonds remain for issuance under the 2018 Authorization.

Short-Term Debt

As of June 30, 2018, the District did not have any short-term debt outstanding. The District does not expect to issue any tax and revenue anticipation notes in fiscal year 2019-20.

* Preliminary; subject to change.

SANTA CLARA COUNTY COMMINGLED INVESTMENT POOL

The following information concerning the Santa Clara County Commingled Investment Pool has been provided by the County Treasurer and has not been confirmed or verified by the District. No representation is made herein as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof or that the information contained or incorporated hereby by reference is correct as of any time subsequent to its date.

Under California law, the District is required to pay all monies received from any source into the Glenn County Treasury to be held on behalf of the District. The County Treasurer has authority to implement and oversee the investment of funds on deposit in commingled funds of the Treasury.

Decisions on the investment of funds in the Pooled Investment Fund are made by the County Treasurer and her deputies in accordance with established policy guidelines. In the County, investment decisions are governed by California Government Code Sections 53601 and 53635, *et seq.*, which govern legal investments by local agencies in the State of California, and a more restrictive Investment Policy proposed by the County Treasurer and adopted by the County Board of Supervisors on an annual basis. The Investment Policy is reviewed and approved annually by the County Board of Supervisors. The County Treasurer's compliance with the Investment Policy is also audited annually by an independent certified public accountant.

SANTA CLARA COUNTY COMMINGLED INVESTMENT POOL PORTFOLIO REVIEW FOR QUARTER ENDED _____, 2019

Investment Type:	Par Value	Book Value	Value
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Total

The District has not made an independent investigation of the investments in the Pools and has made no assessment of the current County Investment Policy. The value of the various investments in the Pools will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Additionally, the County Treasurer, after a review by the Committee and approval by the Board may change the County Investment Policy at any time. Therefore, there can be no assurance that the values of the various investments in the Pools will not vary significantly from the values described therein.

CONTINUING DISCLOSURE

The District has covenanted for the benefit of the Owners of the Bonds to provide certain financial information and operating data relating to the District (the "Annual Report") by not later than 9 months following the end of the District's fiscal year (currently ending June 30), which date would be

April 1, 2020, commencing with the report for the 2018-19 fiscal year, and to provide notices of the occurrence of certain enumerated events. The District will enter into a Continuing Disclosure Agreement (“Continuing Disclosure Agreement”) for the benefit of the Owners of the Bonds. The Annual Report and each notice of enumerated events will be filed by the District with the Electronic Municipal Markets Access system (“EMMA”) of the Municipal Securities Rulemaking Board (the “MSRB”), or any other repository then recognized by the Securities and Exchange Commission. The specific nature of the information to be contained in the Annual Report or the notices of material events is set forth in APPENDIX D – FORM OF CONTINUING DISCLOSURE AGREEMENT hereto. These covenants have been made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Within the past five years, the District _____. The District has engaged Isom Advisors, A Division of Urban Futures Incorporated to act as Dissemination Agent with respect to the undertaking to be entered into with respect to the Bonds and to assist the District with compliance with its current and future continuing disclosure obligations.

LEGAL MATTERS

The legal opinions of Dannis Woliver Kelley, Long Beach, California, Bond Counsel to the District (“Bond Counsel”), attesting to the validity of the Bonds, will be supplied to the Underwriter of the Bonds without charge, the forms of which are attached hereto as Appendix A. Dannis Woliver Kelley is also acting as Disclosure Counsel to the District. Kutak Rock LLP, Denver, Colorado, is acting as counsel to the Underwriter. The above professionals will receive compensation contingent upon the sale and delivery of the Bonds.

Limitation on Remedies; Amounts Held in the County Treasury Pool

The opinion of Bond Counsel, the proposed forms of which are attached hereto as APPENDIX A, is qualified by reference to bankruptcy, insolvency and other laws relating to or affecting creditor’s rights. The rights of the Owners of the Bonds are subject to certain limitations. Enforceability of the rights and remedies of the Owners of the Bonds, and the obligations incurred by the District, are limited by applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws relating to or affecting the enforcement of creditors’ rights generally, now or hereafter in effect, equity principles that may limit the specific enforcement under State law of certain remedies, the exercise by the United States of America of the powers delegated to it by the Constitution, the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose, and the limitations on remedies against school and community college districts in the State. Bankruptcy proceedings, if initiated, could subject the beneficial owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights.

Under Chapter 9 of the Federal Bankruptcy Code (Title 11, United States Code) (the “Bankruptcy Code”), which governs the bankruptcy proceedings for public agencies, no involuntary petitions for bankruptcy relief are permitted. While current State law precludes school districts from voluntarily seeking bankruptcy relief under Chapter 9 of the Bankruptcy Code without the concurrence of the State, such concurrence could be granted or State law could be amended.

The Resolutions and the Act require the County to annually levy *ad valorem* taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except as to certain personal property which is taxable at limited rates), for the payment of the principal of, premium, if any,

and interest on the Bonds. The County, on behalf of the District, is thus expected to be in possession of the annual *ad valorem* taxes and certain funds to repay the Bonds and may invest these funds in the County's Investment Pool, as described in "APPENDIX E - SANTA CLARA COUNTY INVESTMENT POLICY STATEMENT" attached hereto. In the event the District or the County were to go into bankruptcy, a federal bankruptcy court might hold that the Owners of the Bonds are unsecured creditors with respect to any funds received by the District or the County prior to the bankruptcy, where such amounts are deposited into the County Treasury Pool, and such amounts may not be available for payment of the principal of and interest on the Bonds unless the Owners of the Bonds can "trace" those funds. There can be no assurance that the Owners could successfully so "trace" such taxes on deposit in the District's Debt Service Fund where such amounts are invested in the County Investment Pool. Under any such circumstances, there could be delays or reductions in payments on the Bonds.

California Senate Bill 222

Government Code Section 53515, added by SB 222, applicable to general obligations bonds issued after its effective date, removes the extra step between (a) the issuance of general obligation bonds by cities, counties, cities and counties, school districts, community college districts, authorities and special districts; and (b) the imposition of a lien on the future *ad valorem* property taxes that are the source of repayment of the general obligation bonds. By clarifying that the lien created with each general obligation bond issuance is a "statutory" lien (consistent with bankruptcy statutory law and case precedent), SB 222, while it does not prevent default, should reduce the ultimate bankruptcy risk of non-recovery on local general obligation bonds, and thus potentially improve ratings, interest rates and bond cost of issuance.

TAX MATTERS

The delivery of the Series C Bonds is subject to delivery of the opinion of Bond Counsel, to the effect that interest on the Series C Bonds for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions (1) will be excludable from the gross income, as defined in section 61 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Series C Bonds (the "Code"), of the owners thereof pursuant to section 103 of the Code, and (2) will not be included in computing the alternative minimum taxable income of the owners thereof. The delivery of the Bonds is also subject to the delivery of the opinion of Bond Counsel, based upon existing provisions of the laws of the State of California, that interest on the Bonds is exempt from personal income taxes of the State of California. The forms of Bond Counsel's anticipated opinions respecting the Bonds are included in APPENDIX A. The statutes, regulations, rulings, and court decisions on which such opinions will be based are subject to change.

In rendering the foregoing opinions, Bond Counsel will rely upon the representations and certifications of the District made in a certificate (the "Tax Certificate") of even date with the initial delivery of the Bonds pertaining to the use, expenditure, and investment of the proceeds of the Series C Bonds and will assume continuing compliance with the provisions of the Resolutions by the District subsequent to the issuance of the Series C Bonds. The Tax Certificate contains covenants by the District with respect to, among other matters, the use of the proceeds of the Series C Bonds and the facilities and equipment financed therewith by persons other than state or local governmental units, the manner in which the proceeds of the Series C Bonds are to be invested, if required, the calculation and payment to the United States Treasury of any "arbitrage profits" and the reporting of certain information to the United States Treasury. Failure to comply with any of these covenants could cause interest on the Series C Bonds to be includable in the gross income of the owners thereof from the date of the issuance of the Bonds.

Except as described above, Bond Counsel will express no other opinion with respect to any other federal, State or local tax consequences under present law, or proposed legislation, resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Series C Bonds. Prospective purchasers of the Series C Bonds should be aware that the ownership of tax-exempt obligations such as the Series C Bonds may result in collateral federal tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with subchapter C earnings and profits, certain foreign corporations doing business in the United States, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, owners of an interest in a financial asset securitization investment trust, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Prospective purchasers should consult their own tax advisors as to the applicability of these consequences to their particular circumstances.

Bond Counsel's opinion is not a guarantee of a result, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the District described above. No ruling has been sought from the Internal Revenue Service ("IRS" or the "Service") or the State of California with respect to the matters addressed in the opinions of Bond Counsel, and Bond Counsel's opinions are not binding on the Service or the State of California. The Service has an ongoing program of auditing the tax status of the interest on municipal obligations. If an audit of the Bonds is commenced, under current procedures, the Service is likely to treat the District as the "taxpayer," and the Owners of the Bonds would have no right to participate in the audit process. In responding to or defending an audit of the tax-exempt status of the interest on the Series C Bonds, the District may have different or conflicting interests from the owners of the respective Series C Bonds. Public awareness of any future audit of the Series C Bonds could adversely affect the value and liquidity of the Bonds during the pendency of the audit, regardless of its ultimate outcome.

Tax Accounting Treatment of Discount and Premium on Certain of the Bonds

The initial public offering price of certain of the Series C Bonds (the "Discount Bonds") may be less than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Discount Bond (assuming that a substantial amount of the Series C Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Bond. The tax rules requiring inclusion in income annually by the holder of a debt instrument having original issue discount of the daily portion of original issue discount for each day during a taxable year in which such holder held such debt instrument is inapplicable to the Series C Bonds. A portion of such original issue discount, allocable to the holding period of such Discount Bond by the initial purchaser, will, upon the disposition of such Discount Bond (including by reason of its payment at maturity), be treated as interest excludable from gross income, rather than as taxable gain, and will be added to the holder's basis in the Discount Bond, for federal income tax purposes, on the same terms and conditions as those for other interest on the bonds described above under "TAX MATTERS." Such interest is considered to be accrued in accordance with the constant-yield-to-maturity method over the life of a Discount Bond taking into account the semiannual compounding of accrued interest at the yield to maturity on such Discount Bond, and generally will be allocated to an original purchaser in a different amount from the amount of the payment denominated as interest actually received by the original purchaser during the tax year.

However, such interest may be required to be taken into account in determining the amount of the branch profits tax applicable to certain foreign corporations doing business in the United States, even though there will not be a corresponding cash payment. In addition, the accrual of such interest may

result in certain other collateral federal income tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Moreover, in the event of the redemption, sale or other taxable disposition of a Discount Bond by the initial Owner prior to maturity, the amount realized by such Owner in excess of the basis of such Discount Bond in the hands of such Owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Discount Bond was held) is includable in gross income.

Owners of Discount Bonds should consult with their own tax advisors with respect to the determination for federal income tax purposes of accrued interest upon disposition of Discount Bonds and with respect to the state and local tax consequences of owning Discount Bonds. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial offering price of certain Series C Bonds (the “Premium Bonds”), may be greater than the amount payable on such bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial purchaser of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial purchaser must be reduced each year by the amortizable bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial purchaser is determined by using such purchaser’s yield to maturity. Purchasers of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium with respect to the Premium Bonds for federal income purposes and with respect to the state and local tax consequences of owning Premium Bonds.

Forms of Bond Counsel Opinion. The forms of the proposed opinion of Bond Counsel relating to the Bonds are attached to this Official Statement as Appendix A.

LEGALITY FOR INVESTMENT

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the investing bank, are prudent for the investment of funds of depositors. Under provisions of the California Government Code, the Bonds are eligible to secure deposits of public moneys in California.

RATINGS

S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC (“S&P”) has assigned its municipal bond rating of “__” to the Bonds and Moody’s Investors Service (“Moody’s”) has assigned its municipal bond rating of “__” to the Bonds. Such ratings reflect only the views of S&P and Moody’s and an explanation of the significance of such ratings may be obtained as follows: S&P at Municipal Finance Department, 55 Water Street, New York, New York 10041, tel. (212) 208-8000 and Moody’s at 7 World Trade Center at 250 Greenwich Street, New York, New York 10007, tel. (212)

553-0300. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely if, in the judgment of the rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds.

Generally, rating agencies base their ratings on information and materials furnished to them (which may include information and material from the District which is not included in this Official Statement) and on investigations, studies and assumptions by the rating agencies.

ESCROW VERIFICATION

The sufficiency of amounts on deposit in the Escrow Fund to pay the redemption price of the Refunded Bonds will be verified by Causey Demgen & Moore, P.C., certified public accountants (the "Verification Agent"). The Verification Agent will deliver a report to that effect on the date of delivery of the Refunding Bonds.

UNDERWRITING

Stifel Nicolaus & Company, Inc. (the "Underwriter"), has agreed to purchase the Series C Bonds at the purchase price of \$_____ (reflecting the principal amount of the Series C Bonds plus a net original issue premium in the amount of \$_____ less an Underwriter's discount of \$_____), at the rates and yields shown on the inside cover pages hereof. The Underwriter has agreed to purchase the Refunding Bonds at the purchase price of \$_____ (reflecting the principal amount of the Refunding Bonds plus original issue premium in the amount of \$_____ less an Underwriter's discount of \$_____), at the rates and yields shown on the inside cover pages hereof.

The Underwriter may offer and sell the Bonds to certain dealers and others at yields other than the yields stated on the inside cover pages. The offering prices may be changed from time to time by the Underwriter.

In October 2016, the Underwriter contributed to the "Committee to Support Sunnyvale Schools" for "Yes on Measure BB", the District's parcel tax measure.

NO LITIGATION

No litigation is pending concerning the validity of the Bonds, and the District's certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or contesting the District's ability to receive *ad valorem* taxes or to collect other revenues or contesting the District's ability to issue the Bonds.

OTHER INFORMATION

References are made herein to certain documents and reports which are brief summaries thereof which do not purport to be complete or definitive and reference is made such documents and reports for full and complete statements of the contents thereof. Copies of the Resolutions are available upon request from the Sunnyvale School District, 819 W. Iowa Avenue, Sunnyvale, California 94086.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not be

construed as a contract or agreement between the District and the purchasers or Owners of any of the Bonds.

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

SUNNYVALE SCHOOL DISTRICT

By: _____
Superintendent

APPENDIX A

FORMS OF BOND COUNSEL OPINION

[Closing date]

Board of Education
Sunnyvale School District
819 W. Iowa Avenue
Sunnyvale, California 94086

Re: \$_____ Sunnyvale School District (Santa Clara County, California) General
 Obligation Bonds, Election of 2013, Series C (2019)

Ladies and Gentlemen:

We have acted as bond counsel for the Sunnyvale School District (Santa Clara County, California) (the “District”), in connection with the issuance by the District of \$_____ aggregate principal amount of the District’s General Obligation Bonds, Election of 2013, Series C (2019) (the “Bonds”). The Bonds are issued pursuant to the Government Code of the State of California (commencing at Section 53506), as amended and that certain resolution adopted by the Board of Education of the District on _____, 2019 (the “Resolution”). All terms used herein and not otherwise defined shall have the meanings given to them in the Resolution.

As bond counsel, we have examined copies certified to us as being true and complete copies of the proceedings of the District for the authorization and issuance of the Bonds, including the Resolution. Our services as such bond counsel were limited to an examination of such proceedings and to the rendering of the opinions set forth below. In this connection, we have also examined such certificates of public officials and officers of the District and the County of Santa Clara (the “County”) as we have considered necessary for the purposes of this opinion.

Certain agreements, requirements and procedures contained or referred to in the Resolution and other relevant documents may be changed and certain actions (including, without limitation, defeasance of Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. No opinion is expressed herein as to any effect on any Bond if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than ourselves.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement with respect to the Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by any parties other than the District. We have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted or certified in the documents referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Resolution. We call attention to the fact that the rights and obligations under the Bonds and the Resolution may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors, rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State of California. We express no opinion with respect to

any indemnification, contribution, choice of law, choice of forum or waiver provisions contained in the foregoing documents. We express no opinion and make no comment with respect to the sufficiency of the security for the marketability of the Bonds. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Bonds and express no opinion herein with respect thereto.

Based on and subject to the foregoing and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Bonds constitute valid and binding general obligations of the District.
2. The Bonds are payable as to both principal and interest from the proceeds of a levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount, except for certain personal property that is taxable at limited rates.
3. The Resolution has been duly adopted and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.
4. Interest on the Bonds is excluded from the gross income of the owners thereof for federal income tax purposes under Section 103 of the Code.
5. Interest on the Bonds is exempt from personal income taxes of the State of California.

Ownership of tax-exempt obligations such as the Bonds may result in collateral tax consequences. The nature and extent of these other tax consequences will depend upon the particular tax status of the owner of the Bonds or such owner's other items of income or deduction. We express no opinion with respect to any federal, state, or local tax consequences, under present law or any proposed legislation, resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Our opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

Respectfully submitted,

[Closing date]

Board of Education
Sunnyvale School District
819 W. Iowa Avenue
Sunnyvale, California 94086

Re: \$_____ Sunnyvale School District (Santa Clara County, California)
 2019 General Obligation Refunding Bonds (Federally Taxable)

Ladies and Gentlemen:

We have acted as bond counsel for the Sunnyvale School District (Santa Clara County, California) (the “District”), in connection with the issuance by the District of \$_____ aggregate principal amount of the District’s 2019 General Obligation Refunding Bonds (Federally Taxable) (the “Bonds”). The Bonds are issued pursuant to the Government Code of the State of California (commencing at Section 53550), as amended, and that certain resolution adopted by the Board of Education of the District on _____, 2019 (the “Resolution”). All terms used herein and not otherwise defined shall have the meanings given to them in the Resolution.

As bond counsel, we have examined copies certified to us as being true and complete copies of the proceedings of the District for the authorization and issuance of the Bonds, including the Resolution. Our services as such bond counsel were limited to an examination of such proceedings and to the rendering of the opinions set forth below. In this connection, we have also examined such certificates of public officials and officers of the District and the County of Santa Clara (the “County”) as we have considered necessary for the purposes of this opinion.

Certain agreements, requirements and procedures contained or referred to in the Resolution and other relevant documents may be changed and certain actions (including, without limitation, defeasance of Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. No opinion is expressed herein as to any effect on any Bond if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than ourselves.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement with respect to the Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by any parties other than the District. We have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted or certified in the documents referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Resolution. We call attention to the fact that the rights and obligations under the Bonds and the Resolution may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors, rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State of California. We express no opinion with respect to any indemnification, contribution, choice of law, choice of forum or waiver provisions contained in the foregoing documents. We express no opinion and make no comment with respect to the sufficiency of

the security for the marketability of the Bonds. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Bonds and express no opinion herein with respect thereto.

Based on and subject to the foregoing and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Bonds constitute valid and binding general obligations of the District.
2. The Bonds are payable as to both principal and interest from the proceeds of a levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount, except for certain personal property that is taxable at limited rates.
3. The Resolution has been duly adopted and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.
4. Interest on the Bonds is exempt from personal income taxes of the State of California.

Ownership of tax-exempt obligations such as the Bonds may result in collateral tax consequences. The nature and extent of these other tax consequences will depend upon the particular tax status of the owner of the Bonds or such owner's other items of income or deduction. We express no opinion with respect to any federal, state, or local tax consequences, under present law or any proposed legislation, resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Our opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

Respectfully submitted,

APPENDIX B

**SUNNYVALE SCHOOL DISTRICT
AUDITED FINANCIAL STATEMENTS
FOR FISCAL YEAR ENDED JUNE 30, 2018**

APPENDIX C

GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION FOR THE CITY OF SUNNYVALE AND THE COUNTY OF SANTA CLARA

The following information concerning the City of Sunnyvale and the County of Santa Clara is presented for information purposes only. The information has been obtained from the sources referenced as of the dates indicated. These sources are believed to be reliable but the information is not guaranteed as to accuracy or completeness, and is not, and should not be construed as, a representation by the District. The District comprises only a portion of the City and the County and the Bonds are only payable from ad valorem property taxes levied on property in the District. The Bonds are not a debt or obligation of the City or the County.

Introduction

City of Sunnyvale. The District is located in the City in the County. The City was incorporated in 1912 and operates under a council-manager form of government. The City comprises approximately 23 square miles. The City Council is comprised of seven members consisting of the Mayor and six Councilmembers. Councilmembers are elected at large. The City Councilmembers serve a four-year term and are limited to two four year terms within any 12-year period. The Mayor is selected by the City Counsel for a two year term and the Vice-Mayor for a one year term.

Santa Clara County. The County is one of the nine counties in the greater metropolitan San Francisco Bay Area, and occupies an area of 1,316 square miles. Established by an act of State legislation in 1850, it was one of the original 27 counties in the State. Home to Silicon Valley, the birthplace of the semiconductor and computer industries in the United States, the County operates under a Home Rule Charter adopted by its voters. The County Board of Supervisors is comprised of officials elected by each of five districts to four-year staggered terms. The economy of the County is based largely on the primary and secondary businesses associated with the computer and electronics industry.

Population

The following table shows historical population figures for the City, the County and the State for the last 10 years.

POPULATION ESTIMATES
2010 through 2019
City of Sunnyvale, Santa Clara County and State of California

Year ⁽¹⁾	City of Sunnyvale	Santa Clara County	State of California
2010 ⁽²⁾	140,081	1,781,642	37,253,956
2011	141,906	1,805,767	37,594,781
2012	144,174	1,832,983	37,971,427
2013	147,037	1,860,687	38,321,459
2014	148,018	1,882,230	38,622,301
2015	149,790	1,906,511	38,952,462
2016	150,946	1,925,306	39,214,803
2017	151,856	1,936,052	39,504,609
2018	153,944	1,947,798	39,740,508
2019	155,567	1,954,286	39,927,315

⁽¹⁾ As of January 1.

⁽²⁾ As of April 1.

Source: California Department of Finance.

Employment

The County is entirely within the San Jose-Santa Clara-Sunnyvale Metropolitan Statistical Area (the “MSA”). The distribution of employment is presented in the following table for the past five years. These figures may be multi county-wide statistics and may not necessarily accurately reflect employment trends in the County.

INDUSTRY EMPLOYMENT & LABOR FORCE ANNUAL AVERAGES
2014 through 2018
Santa Clara County and San Benito County (San Jose-Santa Clara-Sunnyvale MSA)

	2014	2015	2016	2017	2018
Total Farm	5,300	5,500	6,100	5,800	5,800
Mining and Logging	300	200	300	200	200
Construction	39,700	43,900	48,300	49,300	49,400
Manufacturing	161,700	164,800	166,600	166,400	172,300
Wholesale Trade	35,800	35,800	35,200	32,900	31,700
Retail Trade	85,300	86,600	85,800	85,800	86,300
Transportation, Warehousing & Utilities	14,400	14,600	15,500	15,400	16,000
Information	63,300	68,400	74,700	84,700	91,700
Financial Activities	34,100	34,600	35,600	36,100	37,100
Professional and Business Services	210,000	224,000	233,000	237,400	237,300
Education and Health Services	150,000	156,300	162,500	168,800	172,700
Leisure and Hospitality	92,900	96,800	100,600	103,400	105,000
Other Services	26,400	26,900	27,600	28,900	28,800
Government	<u>93,400</u>	<u>92,900</u>	<u>94,100</u>	<u>95,500</u>	<u>96,800</u>
Total All Industries	1,012,500	1,051,500	1,086,000	1,110,700	1,131,000

Note: May not add to total due to independent rounding.

Source: California Employment Development Department, Labor Market Information Division. March 2018 Benchmark.

The following table summarizes the labor force, employment and unemployment figures for the County, the State and the United States from 2014 through 2018.

LABOR FORCE, EMPLOYMENT, AND UNEMPLOYMENT⁽¹⁾
Santa Clara County, State of California and United States
2014 through 2018

Year and Area	Labor Force	Employment	Unemployment	Unemployment Rate ⁽²⁾
2014				
Santa Clara County	989,900	938,900	51,000	5.2%
California	18,726,400	17,474,600	1,251,800	6.7
United States	155,922,000	146,305,000	9,617,000	6.2
2015				
Santa Clara County	1,013,200	971,100	42,000	4.1
California	18,981,800	17,798,600	1,183,200	6.2
United States	157,130,000	148,834,000	8,296,000	5.3
2016				
Santa Clara County	1,028,700	989,900	38,800	3.8
California	19,102,700	18,065,000	1,037,700	5.4
United States	159,187,000	151,436,000	7,751,000	4.9
2017				
Santa Clara County	1,039,900	1,006,500	33,400	3.2
California	19,312,000	18,393,100	918,900	4.8
United States	160,320,000	153,337,000	6,982,000	4.4
2018				
Santa Clara County	1,048,800	1,021,500	27,300	2.6
California	19,278,000	18,440,000	838,000	4.3
United States	161,900,000	155,213,000	7,091,000	4.4

⁽¹⁾ Data reflects employment status of individuals by place of residence.

⁽²⁾ Unemployment rate is based on unrounded data.

Source: California State Employment Development Department and U.S. Department of Labor.

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Personal Income

The following table shows the personal income for the County, the State of California and the United States from 2013 through 2017.

PERSONAL INCOME
Santa Clara County, State of California, and United States
2013-2017
(Dollars in Thousands)

<u>Year</u>	<u>Santa Clara County</u>	<u>California</u>	<u>United States</u>
2013	\$ 136,118,191	\$ 1,861,956,514	\$ 14,068,960,000
2014	149,717,336	1,977,923,740	14,801,624,000
2015	165,323,342	2,103,669,473	15,463,981,000
2016	178,029,092	2,197,492,000	16,017,781,000
2017	190,001,690	2,364,129,000	16,820,250,000

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

The following table summarizes per capita personal income for the County, the State, and the United States for the past 10 years that data is currently available.

PER CAPITA PERSONAL INCOME⁽¹⁾
2008 through 2017
Santa Clara County, State of California, and United States

<u>Year</u>	<u>Santa Clara County</u>	<u>State of California</u>	<u>United States</u>
2008	\$ 61,511	\$ 43,895	\$ 40,904
2009	57,106	42,050	39,284
2010	61,289	43,609	40,545
2011	66,366	46,145	42,727
2012	72,704	48,751	44,582
2013	72,754	49,173	44,826
2014	78,955	52,237	47,025
2015	86,141	55,679	48,940
2016	92,168	57,497	49,831
2017	98,032	59,796	51,640

⁽¹⁾ Per capita personal income is the total personal income divided by the total mid-year population estimates of the U.S. Bureau of the Census. All dollar estimates are in current dollars (not adjusted for inflation).

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

[Remainder of page intentionally left blank]

Major Employers

The following tables list the largest employers in the City and the County in 2018.

PRINCIPAL EMPLOYERS 2018 City of Sunnyvale

Employer	Employees
Google	9,801
Juniper Networks	5,130
Lockheed Martin Space Systems	4,610
Apple	4,000
Altaba	3,877
LinkedIn	3,261
NetApp	2,209
A2Z Development Center	2,021
Intuitive Surgical	1,526
West Valley Engineering	1,476

Source: City of Sunnyvale Comprehensive Annual Financial Report, Fiscal Year Ended June 30, 2018.

PRINCIPAL EMPLOYERS 2018 Santa Clara County

Employer	Employees
Apple Computer, Inc.	25,000
Alphabet Inc	20,000
County of Santa Clara	18,806
Stanford University	16,919
Cisco Technology Inc.	14,120
Kaiser Permanente	12,500
Stanford Healthcare	10,034
Tesla Motors Inc	10,000
Intel Corporation	8,450
City of San Jose	6,159

Source: County of Santa Clara Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2018.

Commercial Activity

Summaries of taxable sales within the City for years 2015 through 2018 and the County for years 2013 through 2018 are shown in the following tables.

**ANNUAL TAXABLE SALES
2015 through 2018
City of Sunnyvale
(Dollars in Thousands)**

Year	Retail Permits	Retail Stores Taxable Transactions	Total Permits	Total Taxable Transactions
2015	1,800	\$ 1,580,108	3,212	\$ 2,653,894
2016	1,785	1,569,484	3,190	2,692,176
2017	1,802	1,570,957	3,203	2,527,709
2018	1,745	1,672,597	3,261	2,657,027

Note: Beginning in 2015, the outlet counts in these reports show the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers. Industry-level data for 2015 are not comparable to that of prior years.

Source: "Taxable Sales in California (Sales & Use Tax)," California State Board of Equalization.

**ANNUAL TAXABLE SALES
2013 through 2018
Santa Clara County
(Dollars in Thousands)**

Year	Retail Permits	Retail Stores Taxable Transactions	Total Permits	Total Taxable Transactions
2013	29,535	\$ 22,424,642	45,310	\$ 37,621,606
2014	30,058	23,271,753	45,852	39,628,655
2015	30,516	23,700,907	50,573	41,231,759
2016	30,146	24,158,590	50,519	41,831,669
2017	30,263	24,862,883	50,812	42,805,399
2018	30,266	26,814,553	52,994	45,233,921

Note: Beginning in 2015, the outlet counts in these reports show the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers. Industry-level data for 2015 are not comparable to that of prior years.

Source: "Taxable Sales in California (Sales & Use Tax)," California State Board of Equalization.

Building Activity

In addition to annual building permit valuations, the numbers of permits for new dwelling units issued each year from 2014 through 2018 are shown in the following tables for the County and the City.

BUILDING PERMITS AND VALUATIONS 2014 through 2018 City of Sunnyvale (Dollars in Thousands)

Valuation	2014	2015	2016	2017	2018
Residential	\$ 173,800	\$ 243,818	\$ 119,685	\$ 124,457	\$ 225,373
Non-Residential	<u>504,048</u>	<u>445,275</u>	<u>939,005</u>	<u>331,876</u>	<u>946,848</u>
Total	\$ 677,848	\$ 689,092	\$ 1,058,689	\$ 456,332	\$ 1,172,221
Units					
Single Family	31	183	242	415	280
Multiple Family	<u>796</u>	<u>670</u>	<u>2</u>	<u>71</u>	<u>520</u>
Total	827	853	244	486	800

Note: Totals may not add to sum due to rounding.
Source: Construction Industry Research Board.

BUILDING PERMITS AND VALUATIONS 2014 through 2018 Santa Clara County (Dollars in Thousands)

Valuation	2014	2015	2016	2017	2018
Residential	\$ 2,230,348	\$ 1,866,596	\$ 1,709,883	\$ 2,308,296	\$ 2,385,259
Non-Residential	<u>2,655,413</u>	<u>3,589,801</u>	<u>4,698,159</u>	<u>3,359,316</u>	<u>4,132,146</u>
Total	\$ 4,885,761	\$ 5,456,397	\$ 6,408,042	\$ 5,667,612	\$ 6,517,405
Units					
Single Family	1,602	1,710	1,608	2,022	2,011
Multiple Family	<u>8,310</u>	<u>3,906</u>	<u>3,297</u>	<u>6,629</u>	<u>6,342</u>
Total	9,912	5,616	4,905	8,651	8,353

Note: Totals may not add to sum due to rounding.
Source: Construction Industry Research Board.

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Disclosure Agreement”) is executed and delivered by the Sunnyvale School District (the “District”) in connection with the execution and delivery of \$_____ aggregate principal amount of the District’s General Obligation Bonds, Election of 2013, Series C (2019) (the “Series C Bonds”) and \$_____ aggregate principal amount of the District’s 2019 General Obligation Refunding Bonds (Federally Taxable) (the “Refunding Bonds” and, together with the Series C Bonds, the “Bonds”). The Series C Bonds are being issued pursuant to a Resolution adopted by the Board of Education of the District on _____, 2019 (the “Series A Resolution”) and the Refunding Bonds are being issued pursuant to a Resolution adopted by the Board of Education of the District on _____, 2019 (the “Refunding Resolution” and, together with the Series A Resolution, the “Resolutions”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Resolutions, as applicable.

In consideration of the execution and delivery of the Bonds by the District and the purchase of such Bonds by the Underwriter described below, the District hereby covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the District for the benefit of the Bondholders and in order to assist Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) in complying with Rule 15c2-12(b)(5) (the “Rule”) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

SECTION 2. Additional Definitions. In addition to the above definitions and the definitions set forth in the Resolution, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 4 and 5 of this Disclosure Agreement.

“Bondholder” or “Holder” means any holder of the Bonds or any beneficial owner of the Bonds so long as they are immobilized with DTC.

“Dissemination Agent” shall mean any Dissemination Agent, or any alternate or successor Dissemination Agent, designated in writing by the Superintendent (or otherwise by the District), which Agent has evidenced its acceptance in writing. The Dissemination Agent shall be Isom Advisors, a Division of Urban Futures Incorporated._____.

“Financial Obligation” shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Event” means any of the events listed in Section 6 of this Disclosure Agreement.

“Material Events Disclosure” means dissemination of a notice of a Material Event as set forth in Section 6.

“MSRB” shall mean the Municipal Securities Rulemaking Board, through its electronic municipal market access system, which can be found at <http://emma.msrb.org/>, or any repository of

disclosure information that may be designated by the Securities and Exchange Commission for purposes of the Rule.

SECTION 3. CUSIP Numbers and Final Official Statement. The CUSIP Numbers for the Bonds have been assigned. The Final Official Statement relating to the Bonds is dated ___, 2019 (“Final Official Statement”).

SECTION 4. Provision of Annual Reports.

(a) The District shall cause the Dissemination Agent, not later than 9 months after the end of the District’s fiscal year (currently ending June 30), which date would be April 1, commencing with the report for the fiscal year ending June 30, 2019, which would be due on April 1, 2020, to provide to the MSRB an Annual Report which is consistent with the requirements of Section 5 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 5 of this Disclosure Agreement; provided that the audited financial statements of the District may be submitted, when and if available, separately from the balance of the relevant Annual Report.

(b) If the District is unable to provide to the MSRB an Annual Report by the date required in paragraph (a) above, the District, in a timely manner, shall send a notice to the MSRB in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine the name and address of the MSRB each year prior to the date established hereunder for providing the Annual Report; and

(ii) if the Dissemination Agent is other than the District or an official of the District, the Dissemination Agent shall file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 5. Content of Annual Report. The District’s Annual Report shall contain or incorporate by reference the following:

(a) Financial information including the general purpose financial statements of the District for the preceding fiscal year, prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board and the American Institute of Certified Public Accountants. If audited financial information is not available by the time the Annual Report is required to be filed pursuant to Section 4(a) hereof, the financial information included in the Annual Report may be unaudited, and the District will provide audited financial information to the MSRB as soon as practical after it has been made available to the District.

(b) Operating data, including the following information with respect to the District’s preceding fiscal year, or current fiscal year, if available at the time of filing the Annual Report (to the extent not included in the audited financial statements described in paragraph (a) above):

(i) Adopted general fund budget for the current fiscal year or most recent interim report;

(ii)

- (iii) 20 largest local secured taxpayers as shown on the most recent equalized assessment roll; and
- (iv) Assessed valuations, as shown on the most recent equalized assessment roll, if and to the extent information is provided to the District by the County;
- (v) Property tax levies, collections and delinquencies, only if the County terminates or discontinues the Teeter Plan within the District.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the District or related public entities, which have been submitted to each of the Repositories or to the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The District shall clearly identify each other document so incorporated by reference.

SECTION 6. Reporting of Significant Events.

(a) The District agrees to provide or cause to be provided to the MSRB, in readable PDF or other electronic format as prescribed by the MSRB, notice of the occurrence of any of the following events with respect to the Bonds not later than ten (10) Business Days after the occurrence of the event:

- (i) Principal and interest payment delinquencies.
- (ii) Unscheduled draws on any debt service reserves reflecting financial difficulties.
- (iii) Unscheduled draws on any credit enhancements reflecting financial difficulties.
- (iv) Substitution of or failure to perform by any credit provider.
- (v) Issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- (vi) Tender Offers;
- (vii) Defeasances;
- (viii) Rating changes;
- (ix) Bankruptcy, insolvency, receivership or similar event of the obligated person; or
- (x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the District which reflect financial difficulties.

(b) The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, not later than ten (10) Business Days after the occurrence of the event:

- (i) Unless described in paragraph 6(a)(v) hereof, adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (ii) Modifications of rights to Bondholders;
- (iii) Optional, unscheduled or contingent Bond calls;
- (iv) Release, substitution or sale of property securing repayment of the Bonds;
- (v) Non-payment related defaults;
- (vi) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (vii) Appointment of a successor or additional Paying Agent or Trustee or the change of name of a Paying Agent or Trustee; or
- (viii) Incurrence of a Financial Obligation of the District or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect Bondholders.

(c) The District shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the date specified in Section 4 hereof, as provided in Section 4(b) hereof.

(d) Whenever the District obtains knowledge of the occurrence of a Listed Event described in Section 6(a) hereof, or determines that knowledge of a Listed Event described in Section 6(b) hereof would be material under applicable federal securities laws, the District shall within ten (10) Business Days of occurrence file a notice of such occurrence with the MSRB in electronic format, accompanied by such identifying information as is prescribed by the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsection (b)(iii) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

SECTION 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Agreement shall terminate when the District is no longer an obligated person with respect to the Bonds, as provided in the Rule, upon the defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 8. Dissemination Agent. The Superintendent may, from time to time, appoint or engage an alternate or successor Dissemination Agent to assist in carrying out the District's obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

The Dissemination Agent shall be entitled to the protections, limitations from liability, immunities and indemnities provided to the Paying Agent as set forth in the Resolution which are incorporated by reference herein. The Dissemination Agent agrees to perform only those duties of the Dissemination Agent specifically set forth in the Agreement, and no implied duties, covenants or obligations shall be read into this Agreement against the Dissemination Agent.

The Dissemination Agent shall have no duty or obligation to review the Annual Report nor shall the Dissemination Agent be responsible for filing any Annual Report not provided to it by the District in a timely manner in a form suitable for filing. In accepting the appointment under this Agreement, the Dissemination Agent is not acting in a fiduciary capacity to the registered holders or beneficial owners of the Bonds, the District, or any other party or person.

The Dissemination Agent may consult with counsel of its choice and shall be protected in any action taken or not taken by it in accordance with the advice or opinion of such counsel. No provision of this Agreement shall require the Dissemination Agent to risk or advance or expend its own funds or incur any financial liability. The Dissemination Agent shall have the right to resign from its duties as Dissemination Agent under this Agreement upon thirty days' written notice to the District. The Dissemination Agent shall be entitled to compensation for its services as Dissemination Agent and reimbursement for its out-of-pocket expenses, attorney's fees, costs and advances made or incurred in the performance of its duties under this Agreement in accordance with its written fee schedule provided to the District, as such fee schedule may be amended from time to time in writing. The District agrees to indemnify and hold the Dissemination Agent harmless from and against any cost, claim, expense, cost or liability related to or arising from the acceptance of and performance of the duties of the Dissemination Agent hereunder, provided the Dissemination Agent shall not be indemnified to the extent of its willful misconduct or negligence. The obligations of the District under this Section shall survive the termination or discharge of this Agreement and the Bonds.

SECTION 9. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the District may amend this Disclosure Agreement under the following conditions, provided no amendment to this Agreement shall be made that affects the rights, duties or obligations of the Dissemination Agent without its written consent:

(a) The amendment may be made only in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the obligated person, or type of business conducted;

(b) This Disclosure Agreement, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Holders, as determined either by parties unaffiliated with the District or another obligated person (such as the Bond Counsel) or by the written approval of the Bondholders; provided, that the Annual Report containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

SECTION 10. Additional Information. If the District chooses to include any information from any document or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Agreement, the District shall have no obligation under this Disclosure Agreement to update such information or to include it in any future disclosure or notice of occurrence of a Designated Material Event.

Nothing in this Disclosure Agreement shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Designated Material Event, in addition to that which is required by this Disclosure Agreement.

SECTION 11. Default. The District shall give notice to the MSRB of any failure to provide the Annual Report when the same is due hereunder, which notice shall be given prior to July 1 of that year. In the event of a failure of the District to comply with any provision of this Disclosure Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of the District to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Disclosure Agreement shall be governed by the laws of the State, applicable to contracts made and performed in such State.

Dated: _____, 2019

SUNNYVALE SCHOOL DISTRICT

By: _____
Superintendent

Acceptance of duties as Dissemination Agent:

By: _____
Isom Advisors,
a Division of Urban Futures Incorporated

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Sunnyvale School District

Name of Issue: \$_____ General Obligation Bonds, Election of 2013, Series C (2019)
and \$_____ 2019 General Obligation Refunding Bonds

Date of Issuance: _____, 2019

NOTICE IS HEREBY GIVEN that the above-named Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 4(a) of the Continuing Disclosure Agreement dated _____, 2019. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

[ISSUER/DISSEMINATION AGENT]

By:_____

APPENDIX E

SANTA CLARA COUNTY INVESTMENT POLICY STATEMENT

APPENDIX F

BOOK-ENTRY ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) prepayment or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedure" of DTC to be followed in dealing with DTC Participants are on file with DTC.

General

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org. *The foregoing internet addresses are included for reference only, and the information on these internet sites is not incorporated by reference herein.*

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect

Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District (or the Paying Agent on behalf thereof) as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bonds are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). Discontinuance of use of the system of book-entry transfers through DTC may require the approval of DTC Participants under DTC's operational arrangements. In that event, printed certificates for the Bonds will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

Discontinuation of Book-Entry Only System; Payment to Beneficial Owners

In the event that the book-entry system described above is no longer used with respect to the Bonds, the following provisions will govern the payment, transfer and exchange of the Bonds.

The principal of the Bonds and any premium and interest upon the redemption thereof prior to the maturity will be payable in lawful money of the United States of America upon presentation and surrender of the Bonds at the office of the Paying Agent, initially located in St. Paul, Minnesota. Interest on the Bonds will be paid by the Paying Agent by check or draft mailed to the person whose name appears on the registration books of the Paying Agent as the registered owner, and to that person's address appearing on the registration books as of the close of business on the Record Date. At the written request of any registered owner of at least \$1,000,000 in aggregate principal, payments shall be wired to a bank and account number on file with the Paying Agent as of the Record Date.

Any Bond may be exchanged for Bonds of any authorized denomination upon presentation and surrender at the office of the Paying Agent, initially located in St. Paul, Minnesota, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred only on the Bond registration books upon presentation and surrender of the Bond at such office of the Paying Agent together with an assignment executed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

Neither the District nor the Paying Agent will be required to exchange or transfer any Bond during the period from the Record Date through the next Interest Payment Date.

\$ _____
Sunnyvale School District
(Santa Clara County, California)
2019 GENERAL OBLIGATION REFUNDING BONDS
(TAXABLE)

ESCROW AGREEMENT

This Escrow Agreement (this "Escrow Agreement"), dated _____, 2019, is by and between the SUNNYVALE SCHOOL DISTRICT, a school district duly created and existing pursuant to the laws of the State of California, (the "District"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as escrow bank (the "Escrow Bank").

W I T N E S S E T H:

WHEREAS, the Board of Education (the "Board") of the District has previously issued or caused to be issued the Sunnyvale School District, (County of Santa Clara, California) General Obligation Bonds Election of 2004, Series D (2012) dated March 14, 2012 in the principal amount of \$19,998,663.45 of which \$_____ principal amount is currently outstanding (the "2004 Series D Bonds");

WHEREAS, the 2004 Series D Bonds were issued under and pursuant to a resolution of the Board, adopted on February 2, 2012 (the "2004 Resolution");

WHEREAS, the Board of the District has previously issued or caused to be issued the Sunnyvale School District, (Santa Clara County, California) General Obligation Bonds, Election of 2013, Series A (2014) dated August 12, 2014 in the principal amount of \$28,000,000 of which \$_____ principal amount is currently outstanding (the "2013 Series A Bonds");

WHEREAS, the 2013 Series A Bonds were issued under and pursuant to a resolution of the Board, adopted on June 19, 2014 (the "2013 Resolution");

WHEREAS, pursuant to Article 9 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act"), the District is empowered to issue general obligation refunding bonds;

WHEREAS, the District has determined that it is in the best interests of the District to refund 1) a portion of the outstanding 2004 Series D Bonds and 2) all or a portion of the outstanding 2013 Series A Bonds (together such refunded portions being referred to herein as the "Refunded Bonds") and it is necessary to enter into this Escrow Agreement to provide for the refunding of the Refunded Bonds;

WHEREAS, the Board, by resolution adopted on _____, 2019 (the "Refunding Resolution"), has authorized the execution and delivery of the District's \$_____ 2019 General Obligation Refunding Bonds (the "Bonds"), and has determined to use a portion of the proceeds of the Bonds to redeem a portion of the outstanding 2004 Series D Bonds on September 1, 2022, (the "2004 Redemption Date") at a redemption price equal to 100% of the principal amount of such Bonds (the "2004 Redemption Price"), together with accrued

interest to the 2004 Redemption Date and to use a portion of the proceeds of the Bonds to redeem all or a portion of the outstanding 2013 Series A Bonds on September 1, 2024, (the "2013 Redemption Date") at a redemption price equal to 100% of the principal amount of such Bonds (the "2013 Redemption Price"), together with accrued interest to the 2013 Redemption Date.

WHEREAS, the District, in the Refunding Resolution, has directed that a portion of the proceeds of the sale of the Bonds be deposited hereunder, and that such amount will be in an amount sufficient to provide for the payment and redemption of the Refunded Bonds as described above;

WHEREAS, the Escrow Bank has full powers to perform the duties and obligations to be undertaken by it pursuant to this Escrow Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto do hereby agree as follows:

Section 1. Discharge of Bonds. The District hereby irrevocably elects to pay and discharge all indebtedness payable by the District under the 2004 Resolution and 2013 Resolution with respect to the Refunded Bonds, and to terminate all obligations of the District thereunder with respect thereto.

Section 2. Escrow Fund.

(a) There is hereby established a special fund, to be held by the Escrow Bank for the benefit of the owners of the Refunded Bonds, to be known as the "Escrow Fund." Upon the issuance of the Bonds, there shall be deposited into the Escrow Fund an amount equal to \$_____ derived from the proceeds of the Bonds. The Escrow Bank shall invest \$_____ of such funds as directed in paragraph (b) below and shall hold the remaining \$_____ in cash uninvested. The total cost of cash and Escrow Securities (as defined below) is \$_____.

(b) The District hereby directs the Escrow Bank to take all necessary action to have the certain cash, securities and investments consisting of certain United States Treasury notes, bonds, bills or certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest (the "Escrow Securities") listed in Schedule 1 hereto issued and registered in the name of the Escrow Bank, for the account of the Escrow Fund. The Escrow Bank shall use proceeds of the Bonds and other moneys deposited into the Escrow Fund to purchase the Escrow Securities listed in Schedule 1.

(c) The Escrow Bank shall not be liable or responsible for any loss resulting from its full compliance with the provisions of this Escrow Agreement.

(d) Any money left on deposit in the Escrow Fund after the payments listed on Attachment A are made, and the payment of all amounts due to the Escrow Bank hereunder, shall be paid to the Controller-Treasurer of the Finance Agency ("Controller-Treasurer") of the County of Santa Clara ("County"), for deposit in the debt service fund established and maintained by the Controller-Treasurer for the District.

Section 3. Instructions as to Application of Deposit. The moneys deposited in the Escrow Fund pursuant to Section 2 shall be applied by the Escrow Bank for the purpose of paying the interest due on the dates specified on Attachment A for the Refunded Bonds and

the 2004 Redemption Price on the 2004 Redemption Date and the 2013 Redemption Price on the 2013 Redemption Date all as set forth in Attachment A attached hereto and by this reference incorporated herein.

Section 4. Irrevocable Refunding Instructions for Refunded Bonds. As set forth in Attachment A, the Refunded Bonds outstanding on their respective redemption dates will be redeemed on such dates. At least 30 days but not more than 60 days prior to those dates, the Escrow Bank, in its capacity as Paying Agent for the Refunded Bonds and on behalf of the District, will cause notice of the redemption of the Refunded Bonds to be given pursuant to these instructions and shall carry out the redemption as directed by the District. The notice shall be in the form attached hereto as Exhibit A.

Section 5. Escrow Bank.

(a) The Escrow Bank shall look solely to the District for compensation for its duties under this Escrow Agreement and shall have no right whatsoever against the Escrow Fund for fees, compensation, costs or expenses. The District shall also reimburse the Escrow Bank for out-of-pocket costs such as cost of giving notice of redemption of the Refunded Bonds, legal fees and other costs and expenses relating hereto, but under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

(b) The District agrees to indemnify the Escrow Bank, its agents and its officers, directors and employees for, and hold the Escrow Bank, its agents and its officers, directors and employees harmless from, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind (including without limitation, reasonable fees and disbursements of counsel or accountants for the Escrow Bank) which may be imposed on, incurred by, or asserted against the Escrow Bank or such other party at any time by reason of, or in connection with, the performance of its duties as Escrow Bank hereunder, unless due to the negligence or misconduct of any indemnified party. Such indemnity shall survive the termination or discharge of this Escrow Agreement and the earlier removal or resignation of the Escrow Bank.

(c) The Escrow Bank shall not have any liability hereunder except to the extent of its own negligence or misconduct. The Escrow Bank shall have no duty or responsibility under this Escrow Agreement in the case of any default by the District in the performance of the covenants or agreements contained in the 2004 Resolution, 2013 Resolution, or in the Refunding Resolution.

(d) The Escrow Bank may consult with counsel of its own choice (which may be counsel for the District) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action hereunder in accordance with such opinion of counsel.

(e) The Escrow Bank shall not be responsible for any of the recitals or representations contained herein, in the 2004 Resolution or 2013 Resolution or in the Refunding Resolution.

(f) The Escrow Bank may become the owner of, or acquire any interest in, any of the Bonds with the same rights that it would have if it were not the Escrow Bank, and may engage or be interested in any financial or other transaction with the District.

(g) The Escrow Bank shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys deposited with it to pay the principal, interest,

or premiums, if any, on the Refunded Bonds.

(h) The Escrow Bank shall not be liable for any action or omission of the District under this Escrow Agreement, under the 2004 Resolution, 2013 Resolution, or the Refunding Resolution.

(i) Whenever in the administration of this Escrow Agreement, the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Bank, be deemed to be conclusively proved and established by a certificate of the District and shall, in the absence of negligence or misconduct on the part of the Escrow Bank, be full authorization to the Escrow Bank for any action taken or suffered by it under the provisions of this Escrow Agreement upon the faith of such certificate.

(j) The Escrow Bank may conclusively rely, as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided to it in connection with this Escrow Agreement, and shall be protected in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Escrow Bank in accordance with this Escrow Agreement and reasonably believed by the Escrow Bank to have been signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

(k) The Escrow Bank may at any time resign by giving written notice to the District of such resignation. The District shall promptly appoint a successor Escrow Bank by the resignation date. Resignation of the Escrow Bank will be effective only upon acceptance of appointment by a successor Escrow Bank. If the District does not appoint a successor, the Escrow Bank may petition any court of competent jurisdiction for the appointment of a successor Escrow Bank, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Bank. After receiving a notice or resignation of an Escrow Bank, the District may appoint a temporary Escrow Bank until the District appoints a successor Escrow Bank. Any such temporary Escrow Bank so appointed by the District shall immediately and without further act be superseded by the successor Escrow Bank so appointed.

(l) The Escrow Bank shall perform such duties and only such duties as are specifically set forth in this Escrow Agreement, and no implied actions, covenants or obligations shall be read into this Escrow Agreement against the Escrow Bank.

(m) None of the provisions of this Escrow Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder. The Escrow Bank may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed. Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

(n) Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under this Escrow Agreement, shall be the successor to such Escrow Bank without the execution or filing of any paper or any further act, notwithstanding anything herein to the contrary.

(o) The Escrow Bank shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the Escrow Bank and could not have been avoided by exercising due care. *Force majeure* shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(p) The Escrow Bank agrees to accept and act upon instructions or directions pursuant to this Escrow Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Bank shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Bank e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Bank in its discretion elects to act upon such instructions, the Escrow Bank's understanding of such instructions shall be deemed controlling. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 6. No Rights to Others. Nothing in this Escrow Agreement expressed or implied is intended or shall be construed to give to any person other than the District, the Escrow Bank and the owners of the Refunded Bonds any legal or equitable right, remedy or claim under or in respect to this Escrow Agreement or any covenants, conditions or provisions herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the District, the Escrow Bank and the owners of the Refunded Bonds.

Section 7. Notice Under Continuing Disclosure Certificate. The Escrow Bank will provide notice of defeasance in substantially the same form set forth in Exhibit B attached hereto to EMMA, with respect to the Refunded Bonds.

Section 8. Notices. All notices, requests, demands and other communications under this Escrow Agreement by any person shall be in writing (unless otherwise specified herein) and shall be sufficiently given on the date of service if served personally upon the person to whom notice is to be given or on receipt if sent by email or other telecommunication facility or courier or if mailed by registered or certified mail, postage prepaid, and properly addressed as follows:

(a) if to the District, to Sunnyvale School District, 819 W. Iowa Avenue, Sunnyvale, California 94086, Attention: Chief Financial Officer; and

(b) if to the Escrow Bank, to U.S. Bank National Association, One California Street, Suite 1000, San Francisco, CA 94111, Attention: Global Corporate Trust Services.

Section 9. Amendment. This Escrow Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the Refunded Bonds then outstanding shall have been filed with the Escrow Bank. This Escrow Agreement may be modified or amended at any time by a supplemental agreement without the consent of any such owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the County of Santa Clara, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the owners of the Refunded Bonds or the Bonds, and that such amendment will not cause interest on the Refunded Bonds to become subject to federal income taxation.

Section 10. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 11. Severability. In case any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

Section 12. Counterparts. This Escrow Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts, or as many of them as the District and the Escrow Bank shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 13. Business Days. Whenever any act is required by this Escrow Agreement to be done on a specified day or date, and such day or date shall be a day other than a business day for the Escrow Bank, then such act may be done on the next succeeding business day.

IN WITNESS WHEREOF the parties hereto have caused this Escrow Agreement to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

SUNNYVALE SCHOOL DISTRICT

By _____
Superintendent

U.S. BANK NATIONAL ASSOCIATION, as
Escrow Bank

By _____
Authorized Officer

Schedule 1

SCHEDULE OF ESCROWED FEDERAL SECURITIES

<u>Type of Security</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Rate</u>	<u>Total Cost</u>
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Schedule 1

ATTACHMENT A
PAYMENT AND REDEMPTION SCHEDULE

2004 Series D Bonds

<u>Interest Payment Dates</u>	<u>Called Principal</u>	<u>Interest</u>	<u>Total Payments</u>
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2013 Series A Bonds

<u>Interest Payment Dates</u>	<u>Called Principal</u>	<u>Interest</u>	<u>Total Payments</u>
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EXHIBIT A

NOTICE OF REDEMPTION OF

**\$19,998,663.45
SUNNYVALE SCHOOL DISTRICT
(COUNTY OF SANTA CLARA, CALIFORNIA)
GENERAL OBLIGATION BONDS
ELECTION OF 2004, SERIES D (2012)**

Original Issuance Date: March 14, 2012

<u>Refunded Bonds</u> <u>Maturing</u> <u>September 1</u>	<u>Total Principal</u> <u>Amount</u>	<u>Amount to be</u> <u>Refunded</u>	<u>Rate</u>	<u>CUSIP</u> <u>867578)</u>
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NOTICE is hereby given to the holders of the above-captioned bonds that the Sunnyvale School District (the "District") has called for redemption on September 1, 2022 (the "Redemption Date"), the Sunnyvale School District, (County of Santa Clara, California) General Obligation Bonds, Election of 2004, Series D (2012) as described above (the "Bonds"), at a price equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption (the "Redemption Price"). The Bonds are being called for redemption on the Redemption Date subject to the provisions of the succeeding paragraph of this notice, and pursuant to the provisions of the governing documents of the Bonds. From and after the Redemption Date, provided that moneys for the payment of the Redemption Price of the Bonds from the source described below are on deposit with the U.S. Bank National Association, as escrow bank (the "Escrow Bank"), together with interest accrued thereon to the Redemption Date, the Bonds will become due and payable on the Redemption Date and interest on the Bonds shall cease to accrue.

Escrow Bank has established a fund with the proceeds of the District's "Sunnyvale School District 2019 General Obligation Refunding Bonds (the "Refunding Bonds"), which will provide the funds necessary to pay the Redemption Price of the Bonds. Payment of the Redemption Price on the Bonds called for redemption will be paid only upon presentation and surrender thereof at the principal office of the Escrow Bank in the following manner:

Exhibit A

By Hand, Mail or Overnight Mail:

U.S. Bank
Global Corporate Trust Services
111 Fillmore Ave. E
St. Paul, MN 55107

1-800-934-6802

Bondholders presenting their bonds in person for same day payment **must** surrender their bond(s) by 1:00 P.M. on the Redemption Date and a check will be available for pick up after 2:00 P.M. Checks not picked up by 4:30 P.M. will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Bond, you are not required to endorse the Bond to collect the Redemption Price.

Interest on the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

REQUIREMENT INFORMATION

For a list of redemption requirements please visit our website at www.usbank.com/corporatetrust and click on the "Bondholder Information" link.

IMPORTANT NOTICE

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if tax identification number is not properly certified.

**The Undersigned shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Redemption Notice. It is included solely for convenience of the Holders.*

Dated: _____, 20__

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Bank, on behalf of Sunnyvale
School District

Authorized Officer

Exhibit A

NOTICE OF REDEMPTION

\$28,000,000
SUNNYVALE SCHOOL DISTRICT
(SANTA CLARA COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS
ELECTION OF 2013, SERIES A (2014)

Original Issuance Date: August 12, 2014

Maturity Date	Principal Amount	Rate	Redemption Price	CUSIP (867578)
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NOTICE is hereby given to the holders of the above-captioned bonds that the Sunnyvale School District (the "District") has called for redemption on September 1, 2024 (the "Redemption Date"), the Sunnyvale School District, (Santa Clara County, California) General Obligation Bonds, Election of 2013, Series A (2014), as described above (the "Bonds"), at a price equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption (the "Redemption Price"). The Bonds are being called for redemption on the Redemption Date subject to the provisions of the succeeding paragraph of this notice, and pursuant to the provisions of the governing documents of the Bonds. From and after the Redemption Date, provided that moneys for the payment of the Redemption Price of the Bonds from the source described below are on deposit with the U.S. Bank National Association, as escrow bank (the "Escrow Bank"), together with interest accrued thereon to the Redemption Date, the Bonds will become due and payable on the Redemption Date and interest on the Bonds shall cease to accrue.

Escrow Bank has established a fund with the proceeds of the District's "Sunnyvale School District 2019 General Obligation Refunding Bonds (the "Refunding Bonds"), which will provide the funds necessary to pay the Redemption Price of the Bonds. Payment of the Redemption Price on the Bonds called for redemption will be paid only upon presentation and surrender thereof at the principal office of the Escrow Bank in the following manner:

Exhibit A

By Hand, Mail or Overnight Mail:

U.S. Bank
Global Corporate Trust Services
111 Fillmore Ave. E
St. Paul, MN 55107

1-800-934-6802

Bondholders presenting their bonds in person for same day payment **must** surrender their bond(s) by 1:00 P.M. on the Redemption Date and a check will be available for pick up after 2:00 P.M. Checks not picked up by 4:30 P.M. will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Bond, you are not required to endorse the Bond to collect the Redemption Price.

Interest on the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

REQUIREMENT INFORMATION

For a list of redemption requirements please visit our website at www.usbank.com/corporatetrust and click on the "Bondholder Information" link.

IMPORTANT NOTICE

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if tax identification number is not properly certified.

**The Undersigned shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Redemption Notice. It is included solely for convenience of the Holders.*

Dated: _____, 20____

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Bank, on behalf of Sunnyvale
School District

Authorized Officer

Exhibit A

EXHIBIT B

NOTICE OF DEFEASANCE

**Certain of the Outstanding
Sunnyvale School District (County of Santa Clara, California),
General Obligation Bonds
Election of 2004, Series D (2012)**

Notice is hereby given to the holders of the outstanding Sunnyvale School District (County of Santa Clara, California), General Obligation Bonds Election of 2004, Series D (2012) maturing on September 1, 20____ (the "Refunded Bonds") (i) that there has been deposited with U.S. Bank National Association, as escrow agent (the "Escrow Agent"), moneys as permitted by the Escrow Agreement, dated _____, 2019, between the Sunnyvale School District and the Escrow Agent (the "Agreement"), which, together with such other moneys deposited with the Escrow Agent, shall be available and sufficient (according to the verification report provided to the Escrow Agent) (a) to pay the interest on the Refunded Bonds, as identified above, as is scheduled to be paid on September 1, 2022 (the "Redemption Date") and (b) to redeem such Refunded Bonds on such Redemption Date at a redemption price [of the principal amount of the Refunded Bonds to be redeemed] equal to 100%; (ii) that the Escrow Agent has been irrevocably instructed to so redeem such Refunded Bonds; and (iii) that such Refunded Bonds are deemed to be paid in accordance with the Resolution of the Board of Education of the Sunnyvale School District adopted on February 2, 2012.

REFUNDED BONDS

Maturity Date (Sep 1)	Original Principal Amount	Amount to be Refunded	New CUSIP for Refunded Bonds (867578)	Rate	Redemption Price	Original CUSIP
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Dated: _____, 20__

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Bank

Authorized Officer

NOTICE OF DEFEASANCE

**Certain of the Outstanding
Sunnyvale School District
(Santa Clara County, California),
General Obligation Bonds
Election of 2013, Series A (2014)**

Notice is hereby given to the holders of the outstanding Sunnyvale School District (Santa Clara County, California), General Obligation Bonds, Election of 2013, Series A (2014) (the "Refunded Bonds") maturing on September 1, 20__ (the "Refunded Bonds") (i) that there has been deposited with U.S. Bank National Association, as escrow agent (the "Escrow Agent"), moneys as permitted by the Escrow Agreement, dated ____, 2019, between the Sunnyvale School District (the "District") and the Escrow Agent (the "Agreement"), which, together with such other moneys deposited with the Escrow Agent, shall be available and sufficient (according to the verification report provided to the Escrow Agent) (a) to pay the interest on the Refunded Bonds, as identified above, as is scheduled to be paid on September 1, 2024 (the "Redemption Date") and (b) to redeem such Refunded Bonds on such Redemption Date at a redemption price [of the principal amount of the Refunded Bonds to be redeemed] equal to 100%; (ii) that the Escrow Agent has been irrevocably instructed to so redeem such Refunded Bonds; and (iii) that such Refunded Bonds are deemed to be paid in accordance with the Resolution of the Board of Education of the District adopted on June 19, 2014.

Maturity Date (Sep 1)	Principal Amount	Rate	CUSIP (867578)
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Dated: ____, 20__

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Bank

Authorized Officer

Exhibit B

\$ _____
SUNNYVALE SCHOOL DISTRICT
(Santa Clara County, California)
2019 GENERAL OBLIGATION REFUNDING BONDS

PAYING AGENT, REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS PAYING AGENT, REGISTRAR AND TRANSFER AGENT AGREEMENT ("Agreement") is entered into as of _____ 1, 2019 by and between the Sunnyvale School District (the "District"), and U.S. Bank National Association ("Bank", "Paying Agent", "Registrar", or "Transfer Agent", as the case may be). The District has duly authorized and provided for, pursuant to the Resolution of the Board of Education of the District adopted on _____, 2019 (the "Authorizing Document") the issuance of bonds, entitled Sunnyvale School District (Santa Clara County) 2019 General Obligation Refunding Bonds (the "Bonds") in an aggregate principal amount of \$ _____ to be issued as fully registered bonds without coupons. The District and the Bank wish to provide the terms under which Bank will act as Paying Agent, Registrar and Transfer Agent for the Bonds and the District has duly authorized the execution and delivery of this Agreement. The District and the Bank mutually agree as follows:

Section 1.01 Definitions. For all purposes of this Agreement:

- (a) "**Bond Register**" means the book or books of registration kept by the Bank in which are maintained the names and addresses and principal amounts registered to each Registered Owner.
- (b) "**Registered Owner**" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever in whose name a Bond is registered in the Bond Register.
- (c) "**Costs of Issuance Fund**" shall have the meaning set forth in Section 3.03 hereof.

Section 2.01 Appointment and Acceptance. The District hereby appoints the Bank, and the Bank accepts such appointment, to act as Paying Agent, Registrar and Transfer Agent for the Bonds pursuant to the terms of this Agreement.

Section 2.02 Compensation. The District hereby agrees to pay the Bank the fees and amounts according to the Bank's then current fee schedule as outlined on Exhibit A to this Agreement and to reimburse the Bank, upon request, for all reasonable out-of-pocket expenses, disbursements, and advances, including those of its agents and attorneys, made or incurred in connection with this Agreement, including with respect to investigating and defending itself against any claim or liability and the enforcement of District's reimbursement obligations hereunder.

Section 3.01 Duties of Paying Agent. Provided sufficient collected funds have been delivered to it by District hereunder, Paying Agent shall pay on behalf of the District the principal of, redemption premium, if any, and interest on each Bond in accordance with the provisions of the Bond. The Bank has no obligation to draw upon any account or

pursuant to any letter of credit, insurance policy or other agreement or take any other action to assist the District to comply with its obligations except to the extent expressly set forth in this Agreement.

Section 3.02 Receipt of Funds. The District hereby agrees to provide the Paying Agent with sufficient funds to make principal and interest payments as follows:

- (a) Payment by check must be received by the Paying Agent at least five business days prior to payment date, and
- (b) Payment by wire must be received by Paying Agent by 9:30 a.m. Pacific Standard Time one business day prior to the payment date.

If available funds are not provided to the Paying Agent as required hereunder, payment of items may be refused and the District may be charged for reasonable expenses incurred and extra service provided in accordance with the Bank's current schedule.

Section 3.03 Costs of Issuance Fund. The 2019 General Obligation Refunding Bonds Costs of Issuance Fund (the "Costs of Issuance Fund") is to be maintained by the Paying Agent in connection with the Bonds in accordance with the Resolution, which shall be administered by the Paying Agent on behalf of the District. A portion of the proceeds of the Bonds shall be deposited therein pursuant to the Resolution. Amounts on deposit in the Costs of Issuance Fund shall be disbursed in accordance with a written request of the District. Any moneys remaining on deposit in the Costs of Issuance Fund on _____, 2019 shall be transferred to the Building Fund (as defined in the Resolution) pursuant to the Resolution. The Paying Agent shall not be responsible or liable in any respect on account of the identity, authority or rights of the persons executing or delivering or purporting to deliver any such written request on behalf of the Issuer, or responsible for whether or not any payment so directed to be paid is an authorized cost of issuance. The funds in the Costs of Issuance Fund will be held uninvested.

Section 3.04. Receipt of Costs of Issuance. The Paying Agent has received the sum of \$_____ for deposit in the Costs of Issuance Fund.

Section 4.01 Duties of Registrar and Transfer Agent.

- (a) Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution, in form acceptable to the Bank, duly executed by the Registered Owner thereof or his/her attorney duly authorized in writing. The Bank may request any supporting documentation it deems necessary or appropriate to effect a re-registration. The Bank will maintain records as Bond Registrar in accordance with its general practices and procedures. For every transfer or exchange of Bonds, the Bank may impose on the owner thereof a charge sufficient to pay or reimburse the Bank for any associated tax or other governmental charge or expense associated with the transfer. The Bank shall incur no liability for its good faith refusal to make transfers that the Bank, in its sole judgment, deems improper or unauthorized.
- (b) All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to and cancelled by

the Bank. The District may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered.

- (c) In case any Bond shall become mutilated or be destroyed, stolen or lost, the Bank shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bank in connection therewith and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Bank of evidence satisfactory to the Bank that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bank of an appropriate bond of indemnity in form, substance and amount as satisfactory to the Bank. All Bonds so surrendered to the Bank shall be canceled by it and returned to the District upon its request. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Bank with a bond of indemnity as set forth above.
- (d) If applicable, the District shall provide to the Bank on a continuing basis an adequate inventory of unauthenticated Bonds to facilitate transfers which the Bank shall maintain in safekeeping.

Section 5.01 Duties and Protections of Bank.

- (a) The Bank undertakes to perform the duties set forth herein, each of which is ministerial and non-fiduciary in nature. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent.

Section 5.02 Reliance on Documents

- (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Bank by the District. The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable except to the extent that a court of competent jurisdiction determines that the Bank's gross negligence or willful misconduct in breach of its obligations hereunder was the sole cause of any loss to the District. In the event of any liability of the Bank, such liability shall be limited to the amount of fees paid by the District to the Bank under this Agreement. In no event shall the Bank be liable for incidental, indirect, special, consequential or punitive damages or penalties (including, but not limited to lost profits), even if the Bank has been advised of the likelihood of such damages or penalty and regardless of the form of action. The Bank may seek adjudication, including by way of interpleader, at District's expense, of any adverse claim or controversy hereunder in a court of competent jurisdiction.

- (b) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability or to take any legal action or commence any proceeding in connection with this Agreement, the Bonds or money held or disbursed by the Bank hereunder.
- (c) The Bank shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. The Bank may conclusively rely and be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of any Bond containing an endorsement or any instruction or power of transfer which the Bank believes to be signed by the proper party or parties.
- (d) The Bank may consult with counsel, and the advice or opinion of counsel shall be full authorization and protection with respect to any action taken or omitted by it hereunder in good faith reliance thereon. The Bank may exercise any of the powers and perform any duties hereunder directly or by agents and shall not be liable for the actions of such agent appointed by it with due care. The Bank shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation acts of God, strikes, acts of war or terror, governmental regulations, fire, communication line failures, computer viruses, power failures, or other disasters. The Bank is authorized to comply with orders issued or process entered by any court.

Section 5.03 **May Own Bonds.** The Bank in any capacity may become the owner or pledgee of Bonds and may be interested in any financial or other transaction with the District.

Section 5.04 **Money held by Bank.** Money held by the Bank hereunder shall be held uninvested in a non-interest bearing, non-segregated account. Any money held by the Bank to pay the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed by the Registered Owner or by the District (which claim by the District shall be made in writing) after maturity and prior to escheatment will be escheated pursuant to applicable state law. If funds are returned to the District, the District and the Bank agree that the Registered Owner of such Bond shall thereafter look only to the District for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

Section 5.05 **Indemnification.** To the extent allowable under applicable law, the District shall indemnify the Bank, its officers, directors, employees and agents (each, an "Indemnified Party") for, and hold them harmless against any loss, cost, claim (including any claim made by the District, any broker or any Registered Owner), liability or expense (including counsel fees) ("Losses") arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except to the extent a Loss to District is finally determined by a court of competent jurisdiction to be directly caused solely by the Indemnified Party's gross negligence or willful misconduct), including the cost and expense of (including its counsel fees) of defending itself against any claim or liability in connection with exercise or performance of any of its powers, rights or duties under this

Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

Section 6.01 Notices. Any request, demand, authorization, direction, notice, consent, waiver or other communication hereunder shall be delivered in a manually signed document mailed, sent by fax or email or delivered to the District or the Bank, respectively, at the address shown below, or such other address as may have been given by one party to the other by fifteen (15) days written notice:

District: Sunnyvale School District

819 W. Iowa Avenue

Sunnyvale, CA 94086

Fax: _____

Bank: U.S. Bank, National Association

1 California Street, Suite 1000

San Francisco, California 94111

Fax: 415-677-3769

Attention: Global Corporate Trust

Section 6.02 Entire Agreement, Severability, etc. This Agreement (a) shall constitute the entire agreement between the parties hereto concerning the subject hereof and contains nothing, express or implied, that is intended to or shall confer upon any person or entity, other than the signatory parties hereto, any right, benefit or remedy under this Agreement, (b) may be amended only by an agreement in writing signed by both of the parties hereto and (c) shall be construed in accordance with, and shall be governed by, the laws of the State of California without reference to conflict of laws principles. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. To the extent of any conflict between the terms of this Agreement and those of the Authorizing Document, the terms of this Agreement shall control.

Section 6.03 Term and Termination. Either party may terminate this Agreement by written notice mailed to the other party at least thirty (30) days prior to termination date, upon which event the Bank shall return all cash and Bonds in its possession to the District or pursuant to its order, after deduction and payment to the Bank of its unpaid fees and non-reimbursed expenses and indemnification claims, together with a copy of the Bond Register. The provisions of Section 2.02 and Section 5.05 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.04 Documents to be filed with the Bank. The District shall file with the Bank:

- (a) A copy of the opinion of bond counsel provided to the District in connection with the issuance of the Bonds, and
- (b) Such other documents that the Bank may request, including, if applicable, a specimen Bond certificate and a copy of the Authorizing Document.

Section 6.05 Identifying Information. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a legal entity, the Bank requires documentation to verify its formation and existence. The Bank may ask to see financial statements, licenses, and

identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

IN WITNESS WHEREOF, the District and the Bank have caused this Agreement to be executed in their respective names by their duly authorized representatives, in two counterparts, each of which shall be deemed an original.

SUNNYVALE SCHOOL DISTRICT, as District

By _____
Its: Superintendent

U.S. BANK, NATIONAL ASSOCIATION, as Paying
Agent, Registrar and Transfer Agent

By _____
Authorized Representative

Exhibit A
FEE SCHEDULE

§[PAR1]
SUNNYVALE SCHOOL DISTRICT
(SANTA CLARA COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS
ELECTION OF 2013,
SERIES C (2019)

§[PAR2]
SUNNYVALE SCHOOL DISTRICT
(SANTA CLARA COUNTY, CALIFORNIA)
2019 GENERAL OBLIGATION
REFUNDING BONDS
(TAXABLE)

BOND PURCHASE AGREEMENT

[DATE], 2019

Board of Education
Sunnyvale School District
819 W. Iowa Avenue
Sunnyvale, California 94086

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated, as underwriter (the “Underwriter”), acting on its own behalf and not as the fiduciary or agent to the District (as defined herein), offers to enter into this Bond Purchase Agreement (the “Purchase Agreement”) with the Sunnyvale School District (the “District”), which, upon the District’s acceptance hereof, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to us at or prior to 11:59 p.m., California time, on the date hereof.

Section 1. Purchase and Sale of the Bonds. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of §[PAR1] aggregate principal amount of the District’s General Obligation Bonds Election of 2015, Series C (2019) (the “Series C Bonds”) and §[PAR2] aggregate principal amount of the District’s 2019 General Obligation Refunding Bonds (Taxable) (the “Refunding Bonds” and together with the Series C Bonds, the “Bonds”). The Underwriter shall purchase the Series C Bonds at a price of §[PURCHASE PRICE1] (which is equal to the principal amount of the Series C Bonds of §[PAR1], plus [net] original issue premium of §[OIP1], and less Underwriter’s discount of §[UD1]). The Underwriter shall purchase the Refunding Bonds at a price of §[PURCHASE PRICE2] (which is equal to the principal amount of the Refunding Bonds of §[PAR2], plus [net] original issue premium of §[OIP2], and less Underwriter’s discount of §[UD2]). Certain costs of issuance of the Bonds shall be paid by the District from proceeds of the Bonds in accordance with Section 13 hereof.

The District acknowledges and agrees that:

(a) the purchase and sale of the Bonds under this Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter;

(b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and not as the agent or fiduciary of the District;

(c) the Underwriter has not assumed a fiduciary responsibility in favor of the District with respect to: (i) the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the District on other matters); or (ii) any other obligation to the District except the obligations expressly set forth in this Purchase Agreement; and

(d) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with this transaction.

The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB").

Section 2. The Bonds. The Bonds shall be dated their date of delivery (the "Date of Delivery") and shall be payable as to interest on each March 1 and September 1, commencing March 1, 2020. The Bonds shall bear interest at the rates, shall mature on the dates and in the years, and shall be subject to redemption, as shown on Appendix A hereto which is incorporated herein by reference, and shall otherwise be as described in the Official Statement (defined herein). The Series C Bonds shall be issued and secured pursuant to the provisions of the Resolution of the District adopted on [DATE], 2019 (the "Series C Resolution") and Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California and other applicable law (the "Act"). The Refunding Bonds shall be issued and secured pursuant to the provisions of the Resolution of the District adopted on [DATE], 2019 (the "Refunding Resolution" and together with the Series C Resolution, the "Resolutions") and 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 (the "Refunding Act"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Official Statement or, if not defined in the Official Statement, in the Resolutions.

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the Resolutions. The Bonds shall be in book-entry form, shall bear CUSIP numbers, and shall be in fully registered form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). The Bonds of each series shall initially be in authorized denominations of \$5,000 principal amount or any integral multiple thereof.

The District will apply the net proceeds of the Series C Bonds to finance the acquisition, construction, furnishing and equipping of District facilities as specified in the bond proposition approved by the voters of the District on November 5, 2013 (the "2013 Authorization").

The District will deposit the net proceeds of the Refunding Bonds into an escrow fund held by U.S. Bank National Association, as escrow agent (the “Escrow Agent”) pursuant to an Escrow Agreement dated as of [MONTH] 1, 2019 (the “Escrow Agreement”) by and between the District and the Escrow Agent in order to (i) refund the District’s General Obligation Bonds, Election of 2004, Series D (2013) (the “2004 Series D Bonds”); and (ii) refund all or a portion of the District’s General Obligation Bonds, Election of 2013, Series A (2014) (the “Series A Bonds”). The 2004 Series D Bonds and the Series A Bonds being refunded by the Refunding Bonds are collectively referred to herein as the “Refunded Bonds.”

U.S. Bank National Association (the “Paying Agent”), shall serve as the initial bond registrar, transfer agent, and paying agent for each series of the Bonds pursuant to separate Paying Agent/Bond Registrar/Costs of Issuance Agreements (the “Paying Agent Agreements”) entered into by and between the District and the Paying Agent.

Section 3. Use of Documents. The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, the Paying Agent Agreements, the Preliminary Official Statement (defined herein) and the Official Statement, the Resolutions, the Continuing Disclosure Agreement (defined herein), the Escrow Agreement and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement. The Resolutions, this Purchase Agreement, the Paying Agent Agreements, the Continuing Disclosure Agreement, the Escrow Agreement and the Official Statement are collectively referred to as the “Legal Documents.” The District does not object to distribution of the Official Statement in electronic form.

Section 4. Public Offering of the Bonds. The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the inside cover pages of the Official Statement and as set forth in Appendix A hereto. Subsequent to such initial public offering, subject to Section 5 below, the Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Bonds.

Section 5. Establishment of Issue Price. (a) The Underwriter agrees to assist the District in establishing the issue price of the Series C Bonds and shall execute and deliver to the District at Closing (as defined herein) an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series C Bonds. All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the District’s Municipal Advisor, Isom Advisors, a Division of Urban Futures, Inc. (the “Municipal Advisor”), and any notice or report to be provided to the District may be provided to the District’s Municipal Advisor.

(b) Except as otherwise set forth in Appendix A attached hereto, the District will treat the first price (meaning single) at which 10% of each maturity of the Series C Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or

promptly after the execution of this Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of the Series C Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series C Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Series C Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined herein) has occurred, until either (i) the Underwriter has sold all Series C Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series C Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the District or Bond Counsel. For purposes of this Section, if Series C Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series C Bonds.

(c) The Underwriter confirms that it has offered the Series C Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Series C Bonds for which the Underwriter represents that (A) the 10% test has been satisfied (assuming orders are confirmed by the end of the day immediately following the day of execution of this Purchase Agreement) and (B) the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series C Bonds, the Underwriter will neither offer nor sell unsold Series C Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Series C Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the District promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series C Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

- (i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series C Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (1) to report the prices at which it sells to the public the unsold Series C Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series C Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series C Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (2) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Series C Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series C Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) Any selling group agreement relating to the initial sale of the Series C Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series C Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series C Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series C Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series C Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series C Bonds.

(e) The District acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series C Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series C Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series C Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a

third-party distribution agreement was employed in connection with the initial sale of the Series C Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series C Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series C Bonds, as set forth in the third-party distribution agreement and the related pricing wires.

(f) The Underwriter acknowledges that sales of any Series C Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series C Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series C Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series C Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Series C Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) “sale date” means the date of execution of this Purchase Agreement by all parties.

Section 6. Review of Official Statement. The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated [POS DATE], 2019 (the “Preliminary Official Statement”). The District represents that it has duly authorized and caused the preparation and delivery of the Preliminary Official Statement for use by the Underwriter in connection with the sale of the Bonds, and that it has deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s), redemption provisions and other terms of

the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”). The District consents to and ratifies the use and distribution by the Underwriter of the Preliminary Official Statement in connection with the public offering of the Bonds by the Underwriter.

The Underwriter agrees that prior to the time the final Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first-class mail or electronic distribution (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The Underwriter hereby represents that it will provide, consistent with the requirements of MSRB Rule G-32, for the delivery of a copy of the Official Statement to each customer who purchases any Bonds during the underwriting period (as such term is defined in MSRB Rule G-11), and deliver a copy of the Official Statement to the MSRB in electronic format as prescribed by the MSRB on or before the Closing Date, and that it will otherwise comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and G-36 and the Rule.

Section 7. Closing. At 9:00 a.m., California time, on [CLOSING DATE], 2019 (the “Closing Date”) or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (the “Closing”), the District will deliver to the Underwriter, through the facilities of DTC utilizing DTC’s FAST delivery system, or at such other place as the District and the Underwriter may otherwise mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Dannis Woliver Kelley (“Bond Counsel”), in San Francisco, California, the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds by wire transfer to or upon the order of the District.

Section 8. Representations, Warranties and Agreements of the District. The District hereby represents, warrants and agrees with the Underwriter that:

(a) ***Due Organization.*** The District is a school district duly organized and validly existing under the laws of the State of California (the “State”), with full legal power to issue (i) the Series C Bonds pursuant to the Act and the 2013 Authorization, and (ii) the Refunding Bonds pursuant to the Refunding Act.

(b) ***Due Authorization.*** (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into the Legal Documents, to adopt the Resolutions, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by the Legal Documents; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds and the Legal Documents have been duly

authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Agreement constitutes a valid and legally binding obligation of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement.

(c) **Consents.** No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any person, organization, court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds, the execution and delivery of the Legal Documents, the adoption of the Resolution, or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) **Internal Revenue Code.** The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Series C Bonds.

(e) **No Conflicts.** To the best knowledge of the District, the issuance of the Bonds, the execution, delivery and performance of the Legal Documents and the Bonds, and the compliance with the provisions hereof and thereof do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) **Litigation.** As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the titles of the officials of the District to such offices; or (ii) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection or levy of ad valorem property taxes contemplated by the Resolution and available to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the Legal Documents or contesting the powers of the District or its authority with respect to the Bonds or the Legal Documents or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (iii) in which a final adverse decision could (A) materially adversely affect the operations or financial condition of the District or the consummation of the transactions contemplated by the Legal Documents, (B) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (C) adversely affect the exclusion of the interest paid on the Series C Bonds from gross income for federal income tax purposes and the exemption of interest on the Bonds from California personal income taxation.

(g) ***No Other Debt.*** Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District directly nor any other governmental agency or other body on behalf of the District will have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(h) ***Interim Financial Report.*** The District has not received a qualified or negative certification in its most recent interim report pursuant to Section 42130 et seq. of the California Education Code.

(i) ***Certificates.*** Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(j) ***Continuing Disclosure.*** In accordance with the requirements of the Rule, at or prior to the Closing, the District shall have duly authorized, executed and delivered a Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”). The Continuing Disclosure Agreement shall comply with the provisions of the Rule and be substantially in the form attached to the Preliminary Official Statement and Official Statement in Appendix D. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The Preliminary Official Statement describes, and the final Official Statement will describe, any instances in the previous five years in which the District failed to comply in all material respects with its prior undertakings pursuant to the Rule.

(k) ***Official Statement Accurate and Complete.*** The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to paragraph (g) of Section 10 of this Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

(l) ***Financial Statements of District.*** The financial statements of and other financial information regarding the District contained in the Preliminary Official Statement and final Official Statement fairly present the financial position and results of operations of the District as of the dates and for the periods therein set forth, and, since the date thereof,

there has been no material adverse change in the financial position or results of operations of the District.

(m) ***Levy of Tax.*** The District hereby agrees to take any and all actions as may be required by the County of Santa Clara (the “County”) or otherwise necessary in order to arrange for the levy and collection of taxes, payment of the Bonds, and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the County Director of Finance a copy of the Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Bonds.

(n) ***Representations Regarding Refunded Bonds.*** The District hereby represents that it has not entered into any contract or agreement that would limit or restrict the District’s ability to refund the Refunded Bonds or enter into this Purchase Agreement for the sale of the Refunding Bonds to the Underwriter.

Section 9. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the District that as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

(a) The Underwriter is duly authorized to execute this Purchase Agreement and to take any action under this Purchase Agreement required to be taken of it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the District, and is not prohibited thereby from acting as underwriter with respect to Bonds of the District.

(c) The Underwriter has, and has had, no financial advisory relationship with the District with respect to the Bonds, as such term is defined in California Government Code Section 53590(c) or MSRB Rule G-23, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

Section 10. Covenants of the District. The District covenants and agrees with the Underwriter that:

(a) ***Securities Laws.*** The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations or such states and jurisdictions; provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof.

(b) ***Application of Proceeds.*** The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Resolutions.

(c) ***Official Statement.*** The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form

of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the “Official Statement”) in such quantities as may be requested by the Underwriter, in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the MSRB. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds.

(d) ***Subsequent Events.*** The District hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the District until the date which is 25 days following the Closing.

(e) ***Filings.*** The District authorizes the Underwriter to file, to the extent required by the applicable rules promulgated by the Securities and Exchange Commission or the MSRB, and the Underwriter agrees to file or cause to be filed, the Official Statement with (i) the MSRB or its designee (including the MSRB’s Electronic Municipal Market Access system); or (ii) other repositories approved from time to time by the Securities and Exchange Commission (either in addition to or in lieu of the filing referred to above). If an amended Official Statement is prepared in accordance with Section 10(g) of this Purchase Agreement during the “Primary Offering Disclosure Period” (as defined herein), and if required by an applicable Securities and Exchange Commission Rule or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The “Primary Offering Disclosure Period” is used as defined in MSRB Rule G-32 and shall end on the twenty-fifth day after the Closing Date.

(f) ***References.*** References herein to the Preliminary Official Statement and the final Official Statement include the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto.

(g) ***Amendments to the Official Statement.*** During the period ending on the twenty-fifth day after the End of the Underwriting Period (or such other period as may be agreed to by the District and the Underwriter), the District (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter; and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall prepare and furnish to the Underwriter, at the District’s expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the District and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause

to be furnished, at its own expense, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

For purposes of this Purchase Agreement, the “End of the Underwriting Period” is used as defined in the Rule and shall occur on the later of (A) the Closing Date; or (B) when the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District and the Underwriter, the District may assume that the End of the Underwriting Period is the Closing Date.

Section 11. Conditions to Closing. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter’s obligations under this Purchase Agreement are, and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) ***Representations True.*** The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement.

(b) ***Obligations Performed.*** At the time of the Closing, (i) the Legal Documents shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Act and the Refunding Act, as applicable, which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Legal Documents to be performed at or prior to the Closing.

(c) ***Adverse Rulings.*** No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which has any of the effects described in Section 8(f) hereof or contesting in any way the completeness or accuracy of the Official Statement.

(d) ***Marketability.*** Between the date hereof and the Closing, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected in the reasonable judgment of the Underwriter by reason of any of the following:

(i) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made or proposed to be made:

(A) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing the inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Series C Bonds; or

(B) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or would be in violation of any provision of the federal securities laws;

(ii) legislation enacted by the legislature of the State, or a decision rendered by a court of the State, or a ruling, order or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof;

(iii) the formal declaration of war by Congress or a new major engagement in or escalation of military hostilities by order of the President of the United States, or the occurrence of any other declared national emergency or crisis that interrupts or causes disorder to the operation of the financial markets in the United States;

(iv) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(v) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(vi) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the District shall have occurred;

(vii) any underlying rating of the District's outstanding indebtedness is withdrawn or downgraded or placed on credit watch by a national rating agency;

(viii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading and, in either such event, the District refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(ix) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred.

(e) ***Delivery of Documents.*** At or prior to the Closing, the Underwriter shall receive sufficient copies of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(i) *Opinions.*

(A) *Opinions of Bond Counsel.* The approving opinions of Bond Counsel, as to the validity of the Bonds and tax-exempt status of the Series C Bonds, dated the Closing Date, addressed to the District, in substantially the forms set forth in Appendix A of the Preliminary Official Statement and the Official Statement.

(B) *Supplemental Opinion of Bond Counsel.* A supplemental opinion of Bond Counsel in form and substance satisfactory to the Underwriter, dated the Closing Date and addressed to the Underwriter, to the effect that:

(1) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE BONDS," "CONTINUING DISCLOSURE" and "TAX MATTERS," to the extent they purport to summarize certain provisions of the Bonds, the Resolutions, the Continuing Disclosure Agreement, and the form and content of Bond Counsel's approving opinions with respect to the treatment of interest on the Bonds under California or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expression of opinion, information concerning The Depository Trust Company or related to its book-

entry-only system, or Appendices B, C, E and F of the Official Statement;

(2) assuming due authorization, execution and delivery by all the other parties thereto, the Continuing Disclosure Agreement, the Escrow Agreement and this Purchase Agreement have each been duly authorized, executed and delivered by the District and constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State;

(3) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Resolutions are exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended; and

(4) the Refunded Bonds have been legally defeased.

(C) *Disclosure Counsel Opinion.* An opinion of Dannis Woliver Kelley, as Disclosure Counsel to the District, addressed to the District and the Underwriter, to the effect that: without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the Official Statement, but on the basis of their participation in conferences with representatives of the District and the Underwriter and others, and their examination of certain documents, no information has come to their attention which would lead them to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the date of Closing, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to Appendices B, C, E and F of the Preliminary Official Statement or the Official Statement or any other financial, statistical and demographic data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, book-entry or DTC contained in the Preliminary Official Statement or the Official Statement).

(D) *Underwriter's Counsel Opinion.* An opinion, dated the Closing Date and addressed to the Underwriter, of Kutak Rock LLP, counsel for the Underwriter, to the effect that:

(1) the Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Resolutions are exempt from qualification under the Trust Indenture Act of 1939, as amended;

(2) the Continuing Disclosure Agreement complies with paragraph (b)(5) of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, in effect as of the date thereof; and

(3) although they have made no independent investigation or verification of the accuracy, correctness, fairness or completeness of, and do not pass upon or assume any responsibility for, the statements included in the Preliminary Official Statement and the Official Statement, during the course of the activities described therein no information came to the attention of the attorneys in their firm rendering legal services in connection with the issuance and delivery of the Bonds which causes them to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the date thereof, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, they do not assume responsibility for the accuracy, completeness or fairness of, nor do they express any belief with respect to, the information contained under the caption "THE SANTA CLARA COUNTY COMMINGLED INVESTMENT POOL," the information contained in the appendices thereto, any information about the book-entry system or DTC included therein, and the financial statements, financial, statistical and numerical information, forecasts, estimates, assumptions and expressions of opinion included therein, which they expressly exclude from the scope of this paragraph.

(ii) *Reliance Letter.* A reliance letter from Bond Counsel to the effect that the Underwriter can rely upon the approving opinions described in Section 11(e)(i)(A) above.

(iii) *Certificates.* A certificate signed by appropriate officials of the District to the effect that (A) such officials are authorized to execute this Purchase Agreement; (B) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the Closing Date; (C) the District has complied with all the terms of the Legal Documents to be complied with by the District prior to or concurrently with the Closing and as to the District, such documents are in full force and effect; (D) such District officials have reviewed the Preliminary Official Statement and the Official Statement and on such basis certify that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the Closing Date, does not contain any untrue

statement of a material fact or omit to state a material statement required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; (E) the Bonds being delivered on the Closing Date to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Resolution; and (F) no event concerning the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement thereto, but should be disclosed in order to make the statements in the Official Statement in light of the circumstances in which they were made not misleading.

(iv) *Tax Certificate.* A nonarbitrage certificate of the District related to the Series C Bonds in form satisfactory to Bond Counsel.

(v) *Ratings.* Evidence satisfactory to the Underwriter that the Bonds have been rated “__” by Moody’s Investors Service and “__” by S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC (“S&P”) and that such ratings have not been revoked or downgraded.

(vi) *District Resolutions.* A certificate, together with a fully executed copy of each of the Resolutions, of the Secretary to or the Clerk of the District’s Board of Trustees to the effect that:

(A) such copy is a true and correct copy of the Resolution; and

(B) such Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the Closing Date.

(vii) *Official Statement.* A certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with the Rule.

(viii) *Continuing Disclosure Agreement.* An executed copy of the Continuing Disclosure Agreement, substantially in the form presented in the Official Statement as Appendix D thereto.

(ix) *Paying Agent Agreements.* An executed copy of the Paying Agent Agreements by and between the District and the Paying Agent.

(x) *Escrow Agreement.* An executed copy of the Escrow Agreement by and between the Escrow Agent and the District.

(xi) *Certificate of the Escrow Agent.* A certificate of the Escrow Agent, dated the date of Closing, signed by a duly authorized officer of the Escrow Agent, and in form and substance satisfactory to the Underwriter, to the effect that (i) the Escrow Agent has all necessary power and authority to enter into and perform its duties under the Escrow Agreement; (ii) the Escrow Agent has duly authorized, executed and delivered the Escrow Agreement, and, assuming due authorization,

execution and delivery by the District, the Escrow Agreement constitutes the valid and binding agreement of the Escrow Agent enforceable against the Escrow Agent in accordance with its terms, except as enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights and to the application of equitable principles; (iii) the execution and delivery of the Escrow Agreement and compliance with the provisions thereof have been duly authorized by all necessary corporate action on the part of the Escrow Agent and, to the best knowledge of the Escrow Agent, will not conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, charter, bylaws or any agreement to which the Escrow Agent is subject or by which it is bound; and (iv) no litigation is pending or, to the best knowledge of the Escrow Agent, threatened (either in state or federal courts) against the Escrow Agent in any way contesting or affecting the validity or enforceability of the Bonds or the Escrow Agreement;

(xii) *Verification Report.* A report and opinion of Causey Demgen & Moore P.C. with respect to the sufficiency of the Federal Securities, together with the interest and earnings thereon and any cash held uninvested under the Escrow Agreement to pay the redemption price of the Refunded Bonds on the respective first optional redemption dates therefor and the interest on the Refunded Bonds due on and prior to the first optional redemption date therefor;

(xiii) *Certificate of Paying Agent.* A certificate of the Paying Agent, signed by a duly authorized officer thereof, and in form and substance satisfactory to the Underwriter, substantially to the effect that, to the best of the Paying Agent's knowledge, no litigation is pending or threatened (either in state or federal courts) (i) seeking to restrain or enjoin the delivery by the Paying Agent of any of the Bonds, or (ii) in any way contesting or affecting any authority of the Paying Agent for the delivery of the Bonds or the validity or enforceability of the Bonds or any agreement with the Paying Agent.

(xiv) *Additional Certificates.* A certificate signed by a District official setting forth a projection evidencing that tax rates are projected not to exceed \$30 per \$100,000 of assessed value during the term of the Series C Bonds, and a certificate signed by a County official confirming that the District is in compliance with applicable bonding capacity limitations.

(xv) *Debt Reports.* A copy of the submitted Report of Proposed Debt Issuance and acknowledgement, together with the Report(s) of Final Sale to be submitted to the California Debt and Investment Advisory Commission.

(xvi) *Other Documents.* Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence: (A) compliance by the District with legal requirements; (B) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained and of the Official Statement; and (C) the due performance or

satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) **Termination.** Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter as provided in Section 7 hereof, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 13 and Section 15 hereof.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing in its sole discretion.

Section 12. Conditions to Obligations of the District. The performance by the District of its obligations is conditioned upon (a) the performance by the Underwriter of its obligations hereunder, and (b) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the District.

Section 13. Expenses. To the extent that the transactions contemplated by this Purchase Agreement are consummated, the District shall pay (or cause to be paid), and the Underwriter shall be under no obligation to pay, the costs of issuance with respect to the Bonds, including but not limited to the following: (i) the fees and disbursements of the District's Bond Counsel and Disclosure Counsel; (ii) the cost of the preparation, printing and delivery of the Bonds; (iii) the fees for bond ratings, including all necessary travel expenses; (iv) the cost of the printing and distribution of the Preliminary Official Statement and Official Statement; (v) the initial fees of the Paying Agent; (vi) the fees of the District's Municipal Advisor, (vii) expenses for travel, lodging, and subsistence related to rating agency visits and other meetings connected to the authorization, sale, issuance and distribution of the Bonds; (ix) the fees and expenses of the Escrow Agent and the Verification Agent; and (x) all other fees and expenses incident to the issuance and sale of the Bonds. The District hereby directs the Underwriter to (i) deposit a portion of the proceeds of the Series C Bonds not-to-exceed \$_____ with the Paying Agent for the payment of costs of issuance with respect to the Series C Bonds, and (ii) deposit a portion of the proceeds of the Refunding Bonds not-to-exceed \$_____ with the Paying Agent for the payment of costs of issuance with respect to the Refunding Bonds.

The District hereby agrees, in the event the purchase and sale of the Bonds does not occur as contemplated hereunder, to reimburse the Underwriter for any costs incurred by the Underwriter described in clause (viii) above. In such event, the Underwriter shall provide an itemized accounting for such costs to the District.

Except as otherwise provided above, the Underwriter shall pay all out-of-pocket expenses of the Underwriter, including the fees of its Underwriter's Counsel and the California Debt and

Investment Advisory Commission fee, travel and other expenses (except those expressly provided above), without limitation.

Section 14. Notices. Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent, at the address set forth on the first page hereof, or if to the Underwriter, to Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 35th Floor, San Francisco, California 94104, Attention: Erica Gonzalez.

Section 15. Parties in Interest; Survival of Representations and Warranties. This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No other person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Agreement. If any provision of this Purchase Agreement is, or is held or deemed to be, invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 16. Execution in Counterparts. This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

Section 17. Applicable Law. This Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State applicable to contracts made and performed in such State.

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as Underwriter

By _____
Managing Director

The foregoing is hereby agreed to and accepted as of the date first above written:

SUNNYVALE SCHOOL DISTRICT

By _____
Title:

ACCEPTED at _____ p.m. Pacific Time
This _____ day of _____, 2019

APPENDIX A

INTEREST RATES, REOFFERING YIELDS, MATURITIES, AND
REDEMPTION PROVISIONS

\$(PAR1)
SUNNYVALE SCHOOL DISTRICT
(SANYS CLARA COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS
ELECTION OF 2013,
SERIES C (2019)

<u>Maturity</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10%</u> <u>Test</u> <u>Met</u>	<u>10%</u> <u>Test</u> <u>Not</u> <u>Met</u>	<u>Subject to</u> <u>Hold the</u> <u>Offering</u> <u>Price Rule</u>
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\$_____ % Term Bonds due August 1, 20__; Priced to yield ____% Price: _____*

\$_____ % Term Bonds due August 1, 20__; Priced to yield ____% Price: _____*

* Priced to first par call date of [FIRST CALL DATE].

\$[PAR2]
 SUNNYVALE SCHOOL DISTRICT
 (SANTA CLARA COUNTY, CALIFORNIA)
 2019 GENERAL OBLIGATION REFUNDING BONDS
 (TAXABLE)

<u>Maturity</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
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\$_____ % Term Bonds due August 1, 20__; Priced to yield ____% Price: ____*
 \$_____ % Term Bonds due August 1, 20__; Priced to yield ____% Price: ____*

* Priced to first par call date of [FIRST CALL DATE].

Redemption

Optional Redemption. The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to maturity. The Bonds maturing on or after August 1, 20__ may be redeemed before maturity at the option of the District, in whole or in part, from any source of available funds, on any date on or after August 1, 20__ at a redemption price equal to the par amount to be redeemed, plus accrued interest to the date of redemption, without premium.

Mandatory Redemption. The Term Bonds maturing on August 1, 20__ are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof as of the date set for such redemption, without premium. The principal amount to be so redeemed and the dates therefor and the final payment date is as indicated in the following table:

Redemption Date
(August 1)

Principal Amount

(1)

Total:

\$

(1) Maturity.

In the event that a portion of the Term Bonds maturing on August 1, 20__ are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 principal amount of such Term Bonds optionally redeemed.

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

Redemption Date
(August 1)

Principal Amount

(1)

Total:

\$

(1) Maturity.

In the event that a portion of the Term Bonds maturing on August 1, 20__ are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 principal amount of such Term Bonds optionally redeemed.

APPENDIX B

CERTIFICATE OF THE UNDERWRITER

\$(PAR1)
SUNNYVALE SCHOOL DISTRICT
(SANTA CLARA COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS
ELECTION OF 2013,
SERIES C (2019)

This certificate is being delivered by Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) in connection with the issuance of the \$(AMOUNT) Sunnyvale School District (Santa Clara County, California) General Obligation Bonds, Election of 2013, Series C (2019) collectively, (the “Bonds”). The Underwriter hereby makes the representations, and provides the certifications, contained in this certificate based on the information available to it concerning the Bonds to the Sunnyvale School District (“District”) and to Dannis Woliver Kelley, Bond Counsel to the District (“Bond Counsel”), as follows:

1. Bond Purchase Agreement. On [DATE], 2019 (the “Sale Date”), the Underwriter and the District executed a Bond Purchase Agreement (the “Purchase Agreement”) in connection with the sale of the Bonds. The Underwriter has not modified the Purchase Agreement since its execution on the Sale Date.

2. Price.

(a) As of the date of this Certificate, for each of the ____ Maturities of the Bonds, inclusive, the first price or prices at which at least 10% of each such Maturity of the Bonds was sold to the Public (the “10% Test”) are the respective prices listed in Attachment A attached hereto.

(b) With respect to each of the _____ Maturities of the Bonds:

(i) As of the date of this Certificate, the Underwriter has not sold at least 10% of the Bonds of these Maturities at any price or prices.

(ii) As of the date of this Certificate, the Underwriter reasonably expects that the first sale to the Public of Bonds of these Maturities will be at or below the respective price or prices listed on the attached Attachment A as the “Reasonably Expected Sale Prices for Undersold Maturities.”

(iii) The Underwriter will provide actual sales information (substantially similar to the information contained on Attachment B) as to the price or prices at which the first 10% of each such Maturity (i.e., the Undersold Maturity or Maturities) is sold to the Public.

(iv) On the date the 10% Test is satisfied with respect to all Maturities of the Bonds, the Underwriter will execute a supplemental certificate substantially in the form attached hereto as Attachment C with respect to any remaining Maturities for which the 10% Test has not been satisfied as of the Closing Date.

3. Certain Defined Terms.

(a) Capitalized terms used in this certificate, unless otherwise defined herein or in the resolution of the Board of Trustees of the District adopted on [DATE], 2019, (“District Resolution”), shall have the meaning(s) given to such terms in the Tax Certificate provided in connection with the execution and delivery of the Bonds.

(b) “Maturity” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) “Underwriter” means (i) any person that agrees pursuant to a written contract with the District (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

4. Use of Certificate. The representations set forth in this Certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Certificate of the District dated the date hereof, and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that Bond Counsel may give to the District from time to time relating to the Bonds.

Dated: [CLOSING], 2019

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By: _____
Managing Director

By: _____
Managing Director

**Attachment “A”
to Certificate of Underwriter**

**\$(PAR1)
SUNNYVALE SCHOOL DISTRICT
(SANTA CLARA COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS
ELECTION OF 2013,
SERIES C (2019)**

Actual Sales Information as of Closing Date

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price
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Attachment “B”

To the Certificate of the Underwriter

**\$(PAR1)
SUNNYVALE SCHOOL DISTRICT
(SANTA CLARA COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS
ELECTION OF 2013,
SERIES C (2019)**

Actual Sales for Undersold Maturities as of the Closing Date

<u>Maturity/CUSIP</u>	<u>Date Sold</u>	<u>Time Sold</u>	<u>Par Amount</u>	<u>Sale Price</u>
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**Attachment “C”
To the Certificate of the Underwriter**

**[\$[PAR1]
SUNNYVALE SCHOOL DISTRICT
(SANTA CLARA COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS
ELECTION OF 2013,
SERIES C (2019)**

SUPPLEMENTAL ISSUE PRICE CERTIFICATE OF UNDERWRITER

The undersigned, Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. Issue Price.

(a) The Underwriter sold at least 10% of the _____ Maturities of the Bonds to the Public at the price or prices shown on the Issue Price Certificate dated as of the Closing Date (the “10% Test”). With respect to each of the _____ Maturities of the Bonds, the Underwriter had not satisfied the 10% Test as of the Closing Date (the “Undersold Maturities”).

(b) As of the date of this Supplemental Certificate, the Underwriter has satisfied the 10% Test with respect to the Undersold Maturities. The first price or prices at which at least 10% of each such Undersold Maturity was sold to the Public are the respective prices listed on Exhibit A attached hereto.

2. Defined Terms.

(a) “District” means Sunnyvale School District.

(b) “Maturity” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) “Underwriter” means (i) any person that agrees pursuant to a written contract with the District (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees

pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Certificate of the District dated [CLOSING DATE], 2019 and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that Bond Counsel may give to the District from time to time relating to the Bonds.

Dated: _____

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**

By: _____
[Title]

By: _____
[Title]



Sunnyvale SD

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

M.2. Approval of Resolution No. 20-02 Authorizing the Issuance and Sale of the District's General Obligation Bonds, Election of 2013, Series C in an Amount not to Exceed \$28,000,000 (Picard)

Type:

Action

Description:

This resolution authorizes the sale of the third and final series of general obligation bonds under 2013 Measure G. In addition, the resolution approves various documents as to form and authorizes district staff to execute these documents as needed to price and issue the bonds.

The District has been issuing general obligation (GO) bonds to improve its facilities on a regular basis since 1996. After the issuance of these bonds, there will be no remaining authorization under Measure G. The District will have \$100 million in remaining authorization under Measure GG.

The resolution sets the not-to-exceed par amount of the 2013 Series C bonds at \$28 million. The tax rates associated with the Measure G bond program has been at or below the estimated tax rate provided to voters at the time of the Measure G election, and we project that tax rates will continue to be below targeted levels.

Please refer to the Preliminary Official Statement and Bond Purchase Agreement attached to Review and Action item M.1 as they pertain to this item as well.

Makiko Sato from Isom Advisors will be on hand at the board meeting to provide further information about the financing and to answer any questions from the Board or community members.

Recommended Motion:

The Superintendent recommends that the Board of Education approve Resolution No. 20-02 authorizing the issuance and sale of the District's General Obligation Bonds, Election of 2013, Series C in an amount not to exceed \$28,000,000.

Attachments:

1. Resolution No. 20-02
2. Paying Agent Agreement

RESOLUTION NO. 20-02

RESOLUTION OF THE BOARD OF EDUCATION OF THE SUNNYVALE SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$28,000,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF SUNNYVALE SCHOOL DISTRICT BY A NEGOTIATED SALE PURSUANT TO A BOND PURCHASE AGREEMENT, PRESCRIBING THE TERMS OF SALE, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYING AGENT AGREEMENT, BOND PURCHASE AGREEMENT AND A CONTINUING DISCLOSURE CERTIFICATE, APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT FOR THE BONDS, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, an election was duly called and regularly held in the Sunnyvale School District (the "District"), located in the County of Santa Clara ("County"), on November 5, 2013, under the procedures specified in Section 1(b)(3) of Article XIII A of the California Constitution, at which the following proposition (as abbreviated pursuant to Section 13247 of the California Elections Code) was submitted to the electors of the District (the "2013 Authorization"):

"To continue critical renovation, modernization and safety needs at the district's schools and to make needed upgrades to classrooms, libraries, science and computer labs, improve student access to computers and instructional technology and continue to improve the energy efficiency of classrooms and buildings, shall the Sunnyvale School District issue \$96,000,000 in bonds at legal interest rates with funds monitored by an Independent Citizens' Oversight Committee and no funds spent on administrators?"

WHEREAS, at least fifty-five percent (55%) of the votes cast on the proposition were in favor of issuing the bonds;

WHEREAS, the County of Santa Clara Superintendent of Schools has jurisdiction over the District, and shall act on behalf of or in conjunction with the sale and repayment of the Bonds (as defined below);

WHEREAS, pursuant to the 2013 Authorization, the District has previously issued the "Sunnyvale School District (Santa Clara County, California) General Obligation Bonds, Election of 2013, Series A (2014)" in the aggregate principal amount of \$28,000,000 and the "Sunnyvale School District (Santa Clara County, California) General Obligation Bonds Election of 2013, Series B (2016)" in the aggregate principal amount of \$40,000,000 and, as a result, \$28,000,000 in principal amount of the 2013 Authorization remains; and

WHEREAS, the Board of Education of the District (the "Board") deems it necessary and desirable to authorize and consummate the sale of the bonds in a series designated the "Sunnyvale School District (Santa Clara County, California) General Obligation Bonds, Election of 2013, Series C (2019) (the "Bonds") in an aggregate principal amount not exceeding \$28,000,000, according to the terms and in the manner hereinafter set forth;

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

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Sections 53506 through 53509.5) and relevant provisions of

Section 15100 through 15288 of the California Education Code (together, the "Act"), the Bonds are authorized to be issued by the District for the purposes set forth in the ballot submitted to the voters;

WHEREAS, Section 15140(b) of the Education Code of the State of California authorizes a county board of supervisors to allow school districts over which the county superintendent of schools has jurisdiction to issue and sell school bonds directly without further action by the board of supervisors or officers of the county if said school district has not received a qualified or negative certification in its most recent interim report; and

WHEREAS, the District has requested that the Board of Supervisors of the County of Santa Clara authorize the District to issue and sell the Bonds on its own behalf, and provide for a negotiated sale process, subject to the Act and applicable law;

WHEREAS, the Act provides that a school district may issue and sell bonds on its own behalf at a private or negotiated sale if certain disclosures are made, which disclosures are contained in this Resolution, and if certain other requirements are met;

WHEREAS, a form of bond purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution ("Bond Purchase Agreement") for the purchase of the Bonds, proposed to be entered into with Stifel, Nicolaus & Company, Incorporated (the "Underwriter") has been prepared;

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

WHEREAS, in order to cause such requirement to be satisfied, the District desires to execute and deliver a Continuing Disclosure Certificate, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution ("Continuing Disclosure Certificate"), a form of which has been prepared;

WHEREAS, the Preliminary Official Statement to be distributed in connection with the public offering of the Bonds, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution ("Preliminary Official Statement") has been prepared;

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

WHEREAS, the District desires that the Director of Finance of the Finance Agency of the County ("Director of Finance") annually establish tax rates on taxable property within the District for repayment of the Bonds, pursuant to Sections 29100-29103 of the Government Code, that the Board of Supervisors of the County annually approve the levy of such tax, and that the Director of Finance annually collect such tax and apply the proceeds thereof to the payment of principal of and interest on the Bonds when due, all pursuant to Education Code Section 15250 et seq.; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Sunnyvale School District, as follows:

Section 1. Recitals. All of the above recitals are true and correct and the Board so finds.

Section 2. Definitions. Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Resolution, have the meanings specified herein, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

"Authorized Officers" means the the Superintendent of the District and the Chief Financial Officer of the District, or such other officer or employee of the District as the Superintendent may designate.

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

"Bonds" means the bonds authorized and issued pursuant to this Resolution designated the Sunnyvale School District (Santa Clara County, California) General Obligation Bonds, Election of 2013, Series C (2019).

"Bond Purchase Agreement" means the Bond Purchase Agreement relating to the sale of the Bonds by and between the District and the Underwriter in accordance with the provisions hereof.

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

"Closing Date" means the date upon which there is an exchange of the Bonds for the proceeds representing the purchase of Bonds by the Underwriter.

"Code" means the Internal Revenue Code of 1986.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate executed and delivered by the District relating to the Bonds.

"Costs of Issuance" means all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the Bonds including, but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees and expenses of the Paying Agent, Financial Advisor and other professional consultant fees, costs of obtaining credit ratings, fees for execution, transportation and safekeeping of the Bonds and charges and fees in connection with the foregoing. Additional costs authorized to be paid from the proceeds of the Bonds are all of the authorized costs set forth in Sections 53550(e) and (f) of the Government

Code.

"County" means the County of Santa Clara.

"Director of Finance" means the Santa Clara County Director of Finance.

"District" means the Sunnyvale School District.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for the Bonds, including any such successor thereto appointed pursuant to Section 9 hereof.

"Interest Date" means March 1 and September 1 of each year commencing on March 1, 2020, or such other dates as may be set forth in the Bond Purchase Agreement.

"Financial Advisor" means Isom Advisors, a Division of Urban Futures, Inc.

"Official Statement" means the Official Statement of the District relating to the Bonds and any other general obligation bonds of the District to be issued concurrently with the Bonds.

"Opinion of Bond Counsel" means an opinion of counsel of nationally recognized standing in the field of law relating to municipal bonds.

"Owner" means, with respect to any Bond, the person whose name appears on the Registration Books as the registered Owner thereof.

"Paying Agent" means U.S. Bank National Association, or any bank, trust company, national banking association or other financial institution appointed as Paying Agent to act as authenticating agent, bond registrar, transfer agent, costs of issuance administrator and paying agent for the Bonds in accordance with Section 8 hereof.

"Paying Agent Agreement" means the Paying Agent, Registrar and Transfer Agent Agreement dated the Closing Date, by and between the District and the Paying Agent.

"Preliminary Official Statement" means the Preliminary Official Statement of the District relating to the Bonds and any other general obligation bonds of the District to be issued concurrently with the Bonds.

"Record Date" means, with respect to any Interest Date for the Bonds, the 15th day of the calendar month immediately preceding such Interest Date, whether or not such day is a business day, or such other date or dates as may be set forth in the Bond Purchase Agreement.

"Registration Books" means the books for the registration and transfer of the Bonds maintained by the Paying Agent in accordance with Section 8(e) hereof.

"State" means the State of California.

"Transfer Amount" means the aggregate principal amount thereof.

"Tax Certificate" means the Tax Certificate with respect to the Bonds executed by the District, dated the date of issuance of the Bonds.

"Underwriter" means Stifel, Nicolaus & Company, Incorporated.

Section 3. Authorization and Designation of Bonds. The Bonds described herein shall be issued pursuant to the authority of the Act, and other applicable provisions of law, including applicable provisions of the Education Code. The Board hereby authorizes the issuance and sale of not to exceed \$28,000,000 aggregate principal amount of Bonds. The Bonds shall be designated the "Sunnyvale School District (Santa Clara County, California) General Obligation Bonds, Election of 2013, Series C (2019)" with such additional series designations as may be necessary or advisable in order to market the Bonds. The Bonds shall be issued as current interest bonds as provided in Section 5 hereof. The proceeds of the Bonds, exclusive of any premium and accrued interest received, shall be applied to finance projects authorized to be financed under the 2013 Authorization.

Section 4. Form of Bonds: Execution.

(a) Form of Bonds. The Bonds shall be issued in fully registered form without coupons. The Bonds and the certificate of authentication and registration and the forms of assignment to appear on each of them, shall be in substantially the forms attached hereto as **Exhibit A**, with necessary or appropriate variations, omissions and insertions as permitted or required by this Resolution.

(b) Execution of Bonds. The Bonds shall be signed by the manual or facsimile signatures of the President of the Board, and countersigned by the manual or facsimile signature of the Secretary of the Board. The Bonds shall be authenticated by a manual signature of a duly authorized signatory of the Paying Agent.

(c) Valid Authentication. Only such of the Bonds as shall bear thereon a certificate of authentication and registration as described in subsection (a) of this Section, executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of authentication and registration shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

(d) Identifying Number. The Paying Agent shall assign each Bond authenticated and registered by it a distinctive letter, or number, or letter and number, and shall maintain a record thereof at its principal office, which record shall be available to the District and the County for inspection.

Section 5. Terms of Bonds.

(a) Date of Bonds. The Bonds shall be dated the date of their delivery, or such other date as shall be set forth in the Bond Purchase Agreement.

(b) Denominations. The Bonds shall be issued in denominations of \$5,000 principal amount or any integral multiple thereof.

(c) Maturity. The Bonds shall mature on the date or dates, in each of the years, in the principal amounts and in the aggregate principal amount as shall be set forth in the Bond Purchase Agreement. No Bond shall mature later than the date which is 30 years from the date of the Bonds, to be determined as provided in subsection (a) of this Section.

No Bond shall have principal maturing on more than one principal maturity date. The Bonds may mature in the same year or years as any other Bonds, without limitation.

(d) Interest. The Bonds shall bear interest payable on the Interest Dates in each year computed on the basis of a 360-day year of twelve 30-day months. Each Bond shall bear interest from the Interest Date next preceding the date of authentication thereof, unless it is authenticated after the close of business on a Record Date and on or prior to the succeeding Interest Date, in which event it shall bear interest from such Interest Date, or unless it is authenticated on or before the Record Date preceding the first Interest Date, in which event it shall bear interest from its dated date; provided, however, that if, at the time of authentication of any Bond, interest is in default on any outstanding Bond, such Bond shall bear interest from the Interest Date to which interest has previously been paid or made available for payment on the outstanding Bonds.

Section 6. Payment of Bonds.

(a) Request for Tax Levy. The money for the payment of principal, redemption premium, if any, and interest on the Bonds shall be raised by taxation upon all taxable property in the District and provision shall be made for the levy and collection of such taxes in the manner provided by law and for such payment out of the Debt Service Fund of the District. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Bonds in such year, and to pay, or cause to be paid, from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors of the County to annually levy a tax upon all taxable property in the District sufficient to pay the principal, redemption premium, if any, and interest thereon as and when the same become due.

The *ad valorem* tax revenues levied to pay the Bonds shall, when collected, be deposited into the Debt Service Fund of the District. The foregoing Debt Service Fund and *ad valorem* tax revenues are irrevocably pledged, and the District hereby grants a lien and security interest therein, for the payment of the principal, redemption premium, if any, and interest on the Bonds when and as the same fall due. The moneys in the Debt Service Fund, to the extent necessary to pay the principal, redemption premium, if any, and interest on the Bonds as the same become due and payable, shall be transferred by the County or the District, as the case may be, to the Paying Agent, as paying agent for the Bonds, as necessary to pay the principal, redemption premium, if any, and interest on the Bonds. The property taxes and amounts held in the Debt Service Fund of the District shall immediately be subject to this pledge, and the pledge shall constitute a lien and security interest which 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. The pledge is an agreement between the District and the Owners of the Bonds in addition to any statutory lien that may exist, and the Bonds are being issued to finance one or more projects and not to finance the general purposes of the District.

Additionally, in accordance with Section 15251(b) of the California Education Code and Section 53515(a) of the California Government Code, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of the tax for the Bonds. The lien shall automatically attach without further action or authorization by the District or the County. The lien shall be valid and binding from the time the Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the tax shall be immediately subject to the lien, and the lien shall automatically attach to the

revenues and be effective, binding, and enforceable against the District, its successors, transferees and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any physical delivery, recordation, filing, or further act.

(b) Financial. The principal of the Bonds shall be payable in lawful money of the United States of America to the Owners thereof, upon the surrender thereof at the principal corporate trust office of the Paying Agent.

(c) Interest, Record Date. The interest on the Bonds shall be payable on each Interest Date in lawful money of the United States of America to the Owner thereof as of the Record Date preceding such Interest Date, such interest to be paid by check or draft mailed on such Interest Date (if a business day, or on the next business day if the Interest Date does not fall on a business day) to such Owner at such Owner's address as it appears on the Registration Books or at such address as the Owner may have filed with the Paying Agent for that purpose except that the payment shall be made by wire transfer of immediately available funds to any Owner of at least \$1,000,000 of outstanding Bonds who shall have requested in writing such method of payment of interest prior to the close of business on the Record Date immediately preceding any Interest Date.

(d) Debt Service Fund. Principal and interest due on the Bonds shall be paid from the Debt Service Fund of the District as provided in Section 15250 of the Education Code.

(e) Obligation of the District. No part of any fund or account of the County is pledged or obligated to the payment of the Bonds. The obligation for repayment of the Bonds is the sole obligation of the District.

Section 7. Redemption Provisions.

(a) Optional Redemption. The Bonds may be subject to redemption, at the option of the District, on the dates and terms as shall be designated in the Bond Purchase Agreement. The Bond Purchase Agreement may provide that the Bonds shall not be subject to optional redemption, and may provide separate and distinct redemption provisions for the Bonds.

(b) Selection. If less than all of the Bonds are subject to such redemption and are called for redemption, such Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District (or as otherwise set forth in the Bond Purchase Agreement), and if less than all of the Bonds of any given maturity are called for redemption, the portions of such Bonds of a given maturity to be redeemed shall be determined by lot (or as otherwise set forth in the Bond Purchase Agreement).

(c) Mandatory Sinking Fund Redemption. The Bonds, if any, which are designated in the Bond Purchase Agreement as term bonds shall also be subject to redemption prior to their stated maturity dates, without a redemption premium, in part by lot (or as otherwise set forth in the Bond Purchase Agreement), from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified in such Bond Purchase Agreement. Unless otherwise provided in the Bond Purchase Agreement, the principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately by the amount of any Bonds of that maturity redeemed in accordance with subsection (a) or (b) of this Section prior to the mandatory sinking fund payment date. The Bond Purchase Agreement may provide that the Bonds shall not be subject to mandatory sinking fund redemption. The Controller of the County is hereby authorized to create such sinking funds

or accounts for the term Bonds as shall be necessary to accomplish the purposes of this Section.

(d) Notice of Redemption. Notice of any redemption of the Bonds shall be mailed by the Paying Agent, postage prepaid, not less than 30 nor more than 60 days prior to the redemption date (i) by first class mail to the County and the respective Owners thereof at the addresses appearing on the Registration Books, and (ii) as may be further required in accordance with the Continuing Disclosure Certificate. Each notice of redemption shall state (i) the date of such notice; (ii) the name of the Bonds and the date of issue of the Bonds; (iii) the redemption date; (iv) the redemption price; (v) the dates of maturity or maturities of Bonds to be redeemed; (vi) in the case of Bonds redeemed in part only, the respective portions of the principal amount of the Bonds of each maturity to be redeemed; (vii) the CUSIP number, if any, of each Bond to be redeemed; (viii) a statement that such Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (viii) notice that further interest on such Bonds will not accrue after the designated redemption date; and (ix) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

(e) Effect of Notice. A certificate of the Paying Agent that notice of redemption has been given to Owners as herein provided shall be conclusive as against all parties. Neither the failure to receive the notice of redemption as provided in this Section, nor any defect in such notice shall affect the sufficiency of the proceedings for the redemption of the Bonds or the cessation of interest on the date fixed for redemption. When notice of redemption has been given substantially as provided for herein, and when the redemption price of the Bonds called for redemption is set aside for the purpose as described in subsection (h) of this Section, the Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Bonds at the place specified in the notice of redemption, such Bonds shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Bonds so called for redemption after such redemption date shall be entitled to payment thereof only from the Debt Service Fund or the trust fund established for such purpose. All Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued.

(f) Right to Rescind Notice. The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the Debt Service Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Bonds called for redemption.

Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

(g) Funds for Redemption. Prior to or on the redemption date of any Bonds there shall be available in the Debt Service Fund of the District, or held in trust for such purpose as provided by law, monies for the purpose and sufficient to redeem, at the redemption prices as in this Resolution provided, the Bonds designated in the notice of redemption. Such monies shall be applied on or after the redemption date solely for payment of principal

of, interest and premium, if any, on the Bonds to be redeemed upon presentation and surrender of such Bonds, provided that all monies in the Debt Service Fund of the District shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the Debt Service Fund of the District, unless otherwise provided to be paid from such monies held in trust. If, after all of the Bonds have been redeemed and cancelled or paid and cancelled, there are monies remaining in the Debt Service Fund of the District or otherwise held in trust for the payment of redemption price of the Bonds, the monies shall be held in or returned or transferred to the Debt Service Fund of the District for payment of any outstanding bonds of the District payable from such fund; provided, however, that if the monies are part of the proceeds of bonds of the District, the monies shall be transferred to the fund created for the payment of principal of and interest on such bonds. If no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

(h) Defeasance of Bonds. If at any time the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of any or all of the outstanding Bonds all or any part of the principal, interest and premium, if any, on the Bonds at the times and in the manner provided herein and in the Bonds, or as provided in the following paragraph, or as otherwise provided by law consistent herewith, then such Owners shall cease to be entitled to the obligation of the District as provided in Section 6 hereof, and such obligation and all agreements and covenants of the District and of the County to such Owners hereunder and under the Bonds shall thereupon be satisfied and discharged and shall terminate, except only that the District shall remain liable for payment of all principal, interest and premium, if any, represented by the Bonds, but only out of monies on deposit in the Debt Service Fund or otherwise held in trust for such payment; and provided further, however, that the provisions of subsection (i) of this Section shall apply in all events.

For purposes of this Section, the District may pay and discharge any or all of the Bonds by depositing in trust with the Paying Agent or an escrow agent, selected by the District, at or before maturity, money or non-callable direct obligations of the United States of America (including zero interest bearing State and Local Government Series) or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America, in an amount which will, together with the interest to accrue thereon and available monies then on deposit in the Debt Service Fund of the District, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

(i) Unclaimed Monies. Any money held in any fund created pursuant to this Resolution, or by the Paying Agent or an escrow agent in trust, for the payment of the principal, redemption premium, if any, or interest on the Bonds and remaining unclaimed for two years after the principal of all of the Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to the Debt Service Fund of the District for payment of any outstanding bonds of the District payable from the fund; or, if no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

Section 8. Paying Agent and Approval of Paying Agent Agreement.

(a) Appointment, Payment of Fees and Expenses. This Board does hereby consent to and confirm the appointment of U.S. Bank National Association to act as the initial paying agent for the Bonds. All fees and expenses of the paying agent shall be the sole responsibility of the District, and to the extent not paid from the proceeds of sale of the

Bonds, or from the Debt Service Fund of the District, insofar as permitted by law, including specifically by Section 15232 of the Education Code, such fees and expenses shall be paid by the District.

(b) Resignation, Removal and Replacement of Paying Agent. The Paying Agent initially appointed or any successor Paying Agent may resign from service as Paying Agent and may be removed at any time by the County after consultation with the District as provided in the Paying Agent's service agreement. If at any time the Paying Agent shall resign or be removed, the Treasurer shall appoint a successor Paying Agent, which shall be any bank, trust company, national banking association or other financial institution doing business in and having a corporate trust office in California, with at least \$50,000,000 in net assets.

(c) Merger of Paying Agent. In the event of the merger or consolidation of the Paying Agent, so long as the successor entity of such merger or consolidation meets the requirements of this Resolution for serving as Paying Agent, such successor entity may continue to serve as Paying Agent unless removed by the Treasurer in accordance with paragraph (a) of this section.

(d) Principal Corporate Trust Office. The initial Paying Agent, and any successor Paying Agent, shall designate each place or places where it will conduct the functions of transfer, registration, exchange, payment, and surrender of the Bonds, and any reference herein to the "principal corporate trust office" of the Paying Agent shall mean the office so designated for a particular purpose. If no office is so designated for a particular purpose, such functions shall be conducted at the office of the Paying Agent, in San Francisco, California, or the principal corporate trust office of any successor Paying Agent.

(e) Registration Books. The Paying Agent shall keep or cause to be kept at its principal corporate trust office sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the District and the County, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred on the Registration Books, Bonds as provided in Sections 9 and 10 hereof. The Paying Agent shall keep accurate records of all funds administered by it and of all Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the District in a format mutually agreeable to the Paying Agent and the District.

(f) Approval of the Paying Agent Agreement. The Paying Agent Agreement, in substantially the form on file with the clerk of the Board, together with any additions thereto or changes therein deemed necessary or advisable by an Authorized Officer, or any designee thereof, is hereby approved by the Board. An Authorized Officer, or any designee thereof, is hereby authorized and directed to execute the Paying Agent Agreement for and in the name and on behalf of the District. The Board hereby authorizes the delivery and performance of the Paying Agent Agreement.

Section 9. Transfer Under Book-Entry System; Discontinuation of Book-Entry System.

(a) Unless otherwise specified in the Bond Purchase Agreement, DTC is hereby appointed depository for the Bonds and the Bonds shall be issued in book-entry form only, and shall be initially registered in the name of "Cede & Co.," as nominee of DTC. One bond certificate shall be issued for each maturity of the Bonds; provided, however, that if different CUSIP numbers are assigned to Bonds maturing in a single year or, if Bonds

maturing in a single year are issued with different interest rates, additional bond certificates shall be prepared for each such maturity. Registered ownership of such Bonds of each such maturity, or any portion thereof, may not thereafter be transferred except as provided in this Section or Section 10 hereof:

(i) To any successor of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section (a "substitute depository"); provided, however that any successor of DTC, as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository; provided that no substitute depository which is not objected to by the District can be obtained, or (2) a determination by the District that it is in the best interests of the District to remove DTC or its successor (or any substitute depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section, upon receipt of the outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, a new Bond for each maturity shall be executed and delivered in the aggregate principal amount of such Bonds then outstanding), registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) of this Section, upon receipt of the outstanding Bonds by the Paying Agent together with a written request of the District to the Paying Agent, new Bonds shall be executed and delivered in such denominations, numbered in the manner determined by the Paying Agent, and registered in the names of such persons, as are requested in such written request of the District, subject to the limitations of Section 5 hereof and the receipt of such a written request of the District, and thereafter, the Bonds shall be transferred pursuant to the provisions set forth in Section 10 hereof provided, however, that the Paying Agent shall not be required to deliver such new Bonds within a period of less than 60 days after the receipt of any such written request of the District.

(c) In the case of partial redemption or an advance refunding of the Bonds evidencing all or a portion of the principal amount then outstanding, DTC shall make an appropriate notation on the Bonds indicating the date and amounts of such reduction in principal.

(d) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the owner thereof, notwithstanding any notice to the contrary received by the District or the Paying Agent; and 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 Bonds, and neither the District nor the

Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party, including DTC or its successor (or substitute depository or its successor), except for the Owner of any Bonds.

(e) So long as the outstanding Bonds are registered in the name of Cede & Co. or its registered assigns, the District and the Paying Agent shall cooperate with Cede & Co., as sole registered Owner, or its registered assigns in effecting payment of the principal of and interest on the Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

Section 10. Transfer and Exchange.

(a) Transfer. Following the termination or removal of DTC or successor depository pursuant to Section 9 hereof, any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Bonds shall be surrendered for transfer, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, new Bonds, of the same maturity and interest rate for a like aggregate principal amount. The Paying Agent may require the payment by any Owner of Bonds requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

Neither the District nor the Paying Agent will be required to transfer any Bonds (a) during the period from the Record Date next preceding any Bond Payment Date to such Bond Payment Date, (b) during the period beginning with the opening of business on the 15th business day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (c) which have been selected or called for redemption in whole or in part.

(b) Exchange. The Bonds may be exchanged for Bonds of other authorized denominations of the same maturity and interest rate, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed request for exchange in a form approved by the Paying Agent.

Whenever any Bonds shall be surrendered for exchange, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, new Bonds of the same maturity and interest rate for a like aggregate principal amount. The Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

Neither the District nor the Paying Agent will be required to exchange any Bonds (a) during the period from the Record Date next preceding any Bond Payment Date to such Bond Payment Date, (b) during the period beginning with the opening of business on the 15th business day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (c) which have been selected or called for redemption in whole or in part.

Section 11. Bond Purchase Agreement; Sale of Bonds. The form of Bond Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver a Bond Purchase Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that (a) the true interest cost for Bonds shall not be in excess of 4.50%, (b) the interest rate on the Bonds shall not exceed 6.00% per annum, (c) the minimum purchase price for the Bonds shall be not less than the aggregate principal amount thereof, (d) the Underwriter's discount for the sale of Bonds shall not exceed 0.30% of the principal amount of such Bonds exclusive of any costs of issuance the Underwriter may contract to pay, and (e) the Bonds shall otherwise conform to the limitations specified herein.

The Bond Purchase Agreement shall recite the aggregate principal amount of the Bonds and shall recite the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual Interest Dates thereof, and the terms of optional, extraordinary and mandatory sinking fund redemption thereof if any.

The Board hereby finds and determines pursuant to Government Code section 53508.7 that the sale of the Bonds at negotiated sale as contemplated herein and by the Bond Purchase Agreement will provide more flexibility in the timing of the sale, and ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and greater opportunity for the Underwriter to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds. Estimates of the Costs of Issuance associated with the issuance of the Bonds, including any such costs which the Underwriter agrees to pay pursuant to the Bond Purchase Agreement, are set forth on **Exhibit B** attached hereto and incorporated herein.

In accordance with Section 15146(h) of the Education Code, the Authorized Officers are each hereby authorized to cause to be deposited in a costs of issuance account, which may be held by the Paying Agent as cost of issuance administrator, proceeds of the sale of the Bonds (exclusive of any premium or accrued interest received) in an amount not exceeding 2.00% of the principal amount of the Bonds sold, as shall be set forth in the Bond Purchase Agreement, for the purposes of paying the costs associated with the issuance of the Bonds.

In accordance with subsection (i) and (j) of Section 15146 of the Education Code, the Authorized Officers are each hereby authorized to cause to be deposited in the Debt Service Fund of the District proceeds of sale of the Bonds (in addition to any premium or accrued interest received) to fund (i) an annual reserve permitted by Section 15250 of the Education Code, and/or (ii) capitalized interest in an amount not exceeding the interest scheduled to become due on the Bonds for a period of three years from the date of issuance of the Bonds, as shall be set forth in the Bond Purchase Agreement, if any such a deposit is deemed by the Authorized Officer executing the same to be in the best interests of the District.

For purposes of Education Code section 15146(b) and Government Code section 5852.1, good faith estimates of (a) the true interest cost of the Bonds; (b) the costs

associated with the issuance of the Bonds, including any such costs which the Underwriter agrees to pay pursuant to the Bond Purchase Agreement; (c) the amount of proceeds to be received by the District (less the Costs of Issuance or reserves or capitalized interest, if any); and (d) the total payments of principal of and interest on the Bonds through the final maturity of the Bonds, are set forth on **Exhibit B** attached hereto and incorporated herein.

Section 12. Insurance. In the event the District purchases bond insurance for the Bonds, and to the extent that a bond insurer makes payment of the principal, or interest of the Bonds, it shall become the Owner of such Bonds with the right to payment of principal or interest on the Bonds, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the bond insurer's rights as subrogee on the registration books for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the bond insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the bond insurer as subrogee on the registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the bond insurer or the insurance trustee for the bond insurer.

Section 13. Continuing Disclosure Certificate. The Continuing Disclosure Certificate, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver a Continuing Disclosure Certificate in substantially said form, as is necessary to cause the requirements of Rule 15c2-12 to be satisfied, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such determination, requirement or approval to be conclusively evidenced by the execution of the Continuing Disclosure Certificate by such Authorized Officer.

Section 14. Preliminary Official Statement. The Preliminary Official Statement to be distributed in connection with the public offering of the Bonds, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, with such changes, insertions and omissions as may be approved by an Authorized Officer, is hereby approved, and the use of such Preliminary Official Statement in connection with the offering and sale of the Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify on behalf of the District that such Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

Section 15. Official Statement. The preparation and delivery of an Official Statement with respect to the Bonds, and its use by the Underwriter in connection with the offering and sale of the Bonds, is hereby authorized and approved. Such Official Statement shall be in substantially the form of the Preliminary Official Statement distributed in connection with the public offering of the Bonds with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are each hereby authorized and directed, for and in the name of and on behalf of the District, to execute the final Official Statement with respect to the Bonds and any amendment or supplement thereto and thereupon to cause such final Official Statement and any such amendment or supplement to be delivered to the Underwriter.

Section 16. Application and Investment of Proceeds.

(a) The purchase price received from the Underwriter pursuant to the Bond Purchase Agreement, to the extent of the principal amount thereof, shall be paid by the Underwriter as follows:

(i) Bond proceeds shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Sunnyvale School District, General Obligation Bonds, Election of 2013, Series C (2019) Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued, and provided further that such proceeds shall be applied solely to the purposes of the 2013 Authorization. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. The Building Fund may contain subaccounts if the Bonds are issued in more than one series.

(ii) to the Paying Agent, for deposit in a costs of issuance fund, the proceeds of the Bonds required to pay the Costs of Issuance (as shall be designated by the District on or prior to the Closing Date).

(iii) The purchase price received from the Underwriter pursuant to the Bond Purchase Agreement, to the extent of any accrued interest, any original issue premium net of the underwriter's discount, and, at the direction of a District Representative (i) proceeds in an amount to fund an annual reserve as described in Education Code section 15250 and/or (ii) proceeds in an amount not exceeding the interest scheduled to become due on the Bonds for a period of two years from the date of issuance of the Bonds shall be paid by the Underwriter to the credit of the fund to be created and designated as the "Sunnyvale School District, General Obligation Bonds, Election of 2013, Series C (2019) Debt Service Fund" ("Debt Service Fund") to be used for payment of principal of and interest on any general obligation bonds of the District. At the discretion of the District, the Debt Service Fund may be split into more than one fund or contain subaccounts, in which case the term "Debt Service Fund" where used in this Resolution may refer to multiple accounts as applicable.

(b) Interest earnings on monies held in the Building Fund shall be retained in said Building Fund. Interest earnings on monies held in the Debt Service Fund shall be retained in said Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued upon written notice from the District shall be transferred to the Debt Service Fund and be applied to the payment of principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

(c) Amounts deposited into the Debt Service Fund and the Building Fund, as well as proceeds of taxes held therein for payment of the Bonds, will be invested at the discretion of the Director of Finance pursuant to law and the investment policy of the County.

Section 17. Tax Covenants.

(a) The District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the District hereby covenants that it will comply with the requirements of the Tax Certificate with respect to the Bonds to be executed by the District on the date of issuance of such Bonds. The provisions of this subsection (a) shall survive payment in full or defeasance of the Bonds.

(b) In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any monies held by the Director of Finance on behalf of the District, in accordance with this Resolution or pursuant to law, the District shall so request of the Director of Finance in writing, and the District shall make its best efforts to ensure that the Director of Finance shall take such action as may be necessary in accordance with such instructions.

(c) Notwithstanding any provision of this Section, if the District shall provide to the Director of Finance an Opinion of Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Bonds under Section 103 of the Code, the Director of Finance may conclusively rely on such Opinion of Bond Counsel in complying with the requirements of this Section and of the Tax Certificate with respect to the Bonds, and the covenants hereunder shall be deemed to be modified to that extent.

Section 18. Professional Services. Dannis Woliver Kelley shall serve as bond counsel and as disclosure counsel to the District for the Bonds. Stifel, Nicolaus & Company, Incorporated shall serve as the Underwriter for the Bonds, and Isom Advisors, a Division of Urban Futures, Inc. shall serve as Financial Advisor for the Bonds.

Section 19. Delegation of Authority. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

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

Section 21. Filing with County. The Superintendent, or such other officer or employee of the District as the Superintendent may designate, is hereby authorized and directed to report to the Controller-Treasurer (or similar officer) of the County the final terms of sale of the Bonds, and to file with the Controller-Treasurer and with the Director of Finance of the County a copy of the executed Bond Purchase Agreement and this Resolution, and the schedule of amortization of the principal of the Bonds, and to file with the Director of Finance of the County a proposed schedule of draws on the Building Fund of the District, and this Resolution shall serve as the notice required to be given by Section 15140(c) of the Education Code and as the District's request to the Controller-Treasurer of the County and the Board of Supervisor of the County to propose and adopt in each year a tax rate applicable to all taxable property of the District for payment of the Bonds, pursuant to law; and to the other officers of the County to levy and collect said taxes for the payment of the Bonds, to pay in a timely manner to the Paying Agent on behalf of the Owners of the Bonds

the principal, interest, and premium, if any, due on the Bonds in each year, and to create in the County Treasury to the credit of the District Building Fund and Debt Service Fund pursuant to Section 15146 of the Education Code.

Section 22. Nonliability of County. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the County or a pledge of the full faith and credit of the County, and the Bonds and any liability in connection therewith shall be paid solely from *ad valorem* property taxes lawfully levied to pay the principal of or interest on the Bonds.

Section 23. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED this 8th day of August, 2019, at a meeting of the Board of Education by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Clerk of the Board

**EXHIBIT A
FORM OF BOND**

**REGISTERED
NO.**

**REGISTERED
\$**

**SUNNYVALE SCHOOL DISTRICT
(SANTA CLARA COUNTY, CALIFORNIA)
GENERAL OBLIGATION BOND
Election of 2013, Series C (2019)**

INTEREST RATE:

MATURITY DATE:

DATED:

CUSIP NO:

____%

September 1, ____

_____, 2019

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Sunnyvale School District (the "District") in Santa Clara County, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on March 1 and September 1 of each year (the "Bond Payment Dates"), commencing _____ 1, 20___. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the close of business on the 15th day of the calendar month preceding any Bond Payment Date (the "Record Date") to such Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before _____ 15, 201__, in which event it shall bear interest from the date of delivery. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Registration Books maintained by the paying agent (the "Bond Registrar"), initially U.S. Bank National Association (the "Paying Agent"). Principal is payable upon presentation and surrender of this bond at the corporate trust office of the Paying Agent in San Francisco, California. Interest is payable by check mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Registration Books on the Record Date. The Owner of Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of a series of \$_____ of bonds approved for the purpose of constructing, reconstructing, rehabilitating or replacing school facilities, furnishing and equipping school facilities; and paying all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite 55% vote of the electors of the District cast at a duly called election held on November 5, 2013, upon the question of issuing bonds in the amount of \$96,000,000, and the resolution of the Board of Education of the District adopted on _____, 2019 (the "Resolution"). This bond and the issue of which this bond is one 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 bonds of this issue are general obligations of the District and do not constitute an obligation of the County except as provided in the Resolution. No part of any fund of the County is pledged or obligated to the payment of the bonds of this issue.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Resolution) and in authorized denominations at the principal 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 as bond registrar, 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 Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required to transfer or exchange any bonds (a) during the period from the Record Date next preceding any Bond Payment Date to such Bond Payment Date, (b) during the period beginning with the opening of business on the 15th business day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (c) which have been selected or called for redemption in whole or in part.

The Bonds maturing on or after September 1, 20__, are subject to redemption at the option of the District, from any source of funds, as a whole or in part on any date on or after September 1, 20__, at a Redemption Price of the Principal Amount of the Bonds to be redeemed plus interest accrued thereon to the date fixed for redemption, without premium.

Reference is made to the Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Resolution. Defined terms used in this Bond and not defined shall have the meaning ascribed thereto in the Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding 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.

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

IN WITNESS WHEREOF, the Sunnyvale School District, County of Santa Clara, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Education of the District, all as of the date stated above.

SUNNYVALE SCHOOL DISTRICT

By: _____
President, Board of Education

COUNTERSIGNED:

By: _____
Secretary, Board of Education

CERTIFICATE OF AUTHENTICATION

This Bond is one of the bonds described in the Resolution referred to herein which has been authenticated and registered on _____, 2019.

U.S. Bank National Association, as Paying Agent

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

Commercial bank, trust company
or member of a national
securities exchange.

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

DTC LEGEND

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

EXHIBIT B

BOND PARAMETERS AND ESTIMATED COSTS OF ISSUANCE

1. Estimated True Interest Cost of the Bonds: 3.33%
2. Estimated Costs of Issuance, including Underwriter's Discount (the "Finance Charge"):

	<u>Estimated Fees or Costs</u>
Underwriter's Discount	\$84,000
Bond Counsel Fee/Expenses	30,000
Disclosure Counsel Fee/Expenses	20,000
Financial Advisor Fee/Expenses	61,500
Paying Agent	3,000
Statistical Reports	2,000
S&P Ratings	21,000
Moody's Investors Service	19,750
Printing	2,500
Contingency	5,250
Total	<hr/> \$249,000

3. Estimated Amount of Proceeds to be received by the District, less Finance Charge, reserves (if any) and capitalized interest (if any): \$28,000,000
4. Estimated Total Payment Amount (Debt Service to Maturity, including any Finance Charge not paid with proceeds of the Bonds (if any)): \$46,835,639

\$ _____
SUNNYVALE SCHOOL DISTRICT
(Santa Clara County, California)
GENERAL OBLIGATION BONDS,
Election of 2013, Series C (2019)

PAYING AGENT, REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS PAYING AGENT, REGISTRAR AND TRANSFER AGENT AGREEMENT ("Agreement") is entered into as of _____ 1, 2019 by and between the Sunnyvale School District (the "District"), and U.S. Bank National Association ("Bank", "Paying Agent", "Registrar", or "Transfer Agent", as the case may be). The District has duly authorized and provided for, pursuant to the Resolution of the Board of Education of the District adopted on _____, 2019 (the "Authorizing Document") the issuance of bonds, entitled Sunnyvale School District (Santa Clara County) General Obligation Bonds, Election of 2013, Series C (2019) (the "Bonds") in an aggregate principal amount of \$_____ to be issued as fully registered bonds without coupons. The District and the Bank wish to provide the terms under which Bank will act as Paying Agent, Registrar and Transfer Agent for the Bonds and the District has duly authorized the execution and delivery of this Agreement. The District and the Bank mutually agree as follows:

Section 1.01 Definitions. For all purposes of this Agreement:

- (a) "**Bond Register**" means the book or books of registration kept by the Bank in which are maintained the names and addresses and principal amounts registered to each Registered Owner.
- (b) "**Registered Owner**" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever in whose name a Bond is registered in the Bond Register.
- (c) "**Costs of Issuance Fund**" shall have the meaning set forth in Section 3.03 hereof.

Section 2.01 Appointment and Acceptance. The District hereby appoints the Bank, and the Bank accepts such appointment, to act as Paying Agent, Registrar and Transfer Agent for the Bonds pursuant to the terms of this Agreement.

Section 2.02 Compensation. The District hereby agrees to pay the Bank the fees and amounts according to the Bank's then current fee schedule as outlined on Exhibit A to this Agreement and to reimburse the Bank, upon request, for all reasonable out-of-pocket expenses, disbursements, and advances, including those of its agents and attorneys, made or incurred in connection with this Agreement, including with respect to investigating and defending itself against any claim or liability and the enforcement of District's reimbursement obligations hereunder.

Section 3.01 Duties of Paying Agent. Provided sufficient collected funds have been delivered to it by District hereunder, Paying Agent shall pay on behalf of the District the principal of, redemption premium, if any, and interest on each Bond in accordance with

the provisions of the Bond. The Bank has no obligation to draw upon any account or pursuant to any letter of credit, insurance policy or other agreement or take any other action to assist the District to comply with its obligations except to the extent expressly set forth in this Agreement.

Section 3.02 Receipt of Funds. The District hereby agrees to provide the Paying Agent with sufficient funds to make principal and interest payments as follows:

- (a) Payment by check must be received by the Paying Agent at least five business days prior to payment date, and
- (b) Payment by wire must be received by Paying Agent by 9:30 a.m. Pacific Standard Time one business day prior to the payment date.

If available funds are not provided to the Paying Agent as required hereunder, payment of items may be refused and the District may be charged for reasonable expenses incurred and extra service provided in accordance with the Bank's current schedule.

Section 3.03 Costs of Issuance Fund. The General Obligation Bonds, Election of 2013, Series C (2019) Costs of Issuance Fund (the "Costs of Issuance Fund") is to be maintained by the Paying Agent in connection with the Bonds in accordance with the Resolution, which shall be administered by the Paying Agent on behalf of the District. A portion of the proceeds of the Bonds shall be deposited therein pursuant to the Resolution. Amounts on deposit in the Costs of Issuance Fund shall be disbursed in accordance with a written request of the District. Any moneys remaining on deposit in the Costs of Issuance Fund on _____, 2019 shall be transferred to the Building Fund (as defined in the Resolution) pursuant to the Resolution. The Paying Agent shall not be responsible or liable in any respect on account of the identity, authority or rights of the persons executing or delivering or purporting to deliver any such written request on behalf of the Issuer, or responsible for whether or not any payment so directed to be paid is an authorized cost of issuance. The funds in the Costs of Issuance Fund will be held uninvested.

Section 3.04. Receipt of Costs of Issuance. The Paying Agent has received the sum of \$_____ for deposit in the Costs of Issuance Fund.

Section 4.01 Duties of Registrar and Transfer Agent.

- (a) Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution, in form acceptable to the Bank, duly executed by the Registered Owner thereof or his/her attorney duly authorized in writing. The Bank may request any supporting documentation it deems necessary or appropriate to effect a re-registration. The Bank will maintain records as Bond Registrar in accordance with its general practices and procedures. For every transfer or exchange of Bonds, the Bank may impose on the owner thereof a charge sufficient to pay or reimburse the Bank for any associated tax or other governmental charge or expense associated with the transfer. The Bank shall incur no liability for its good faith refusal to make transfers that the Bank, in its sole judgment, deems improper or unauthorized.
- (b) All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it

and, if surrendered to the District, shall be delivered to and cancelled by the Bank. The District may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered.

- (c) In case any Bond shall become mutilated or be destroyed, stolen or lost, the Bank shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bank in connection therewith and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Bank of evidence satisfactory to the Bank that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bank of an appropriate bond of indemnity in form, substance and amount as satisfactory to the Bank. All Bonds so surrendered to the Bank shall be canceled by it and returned to the District upon its request. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Bank with a bond of indemnity as set forth above.
- (d) If applicable, the District shall provide to the Bank on a continuing basis an adequate inventory of unauthenticated Bonds to facilitate transfers which the Bank shall maintain in safekeeping.

Section 5.01 **Duties and Protections of Bank.**

- (a) The Bank undertakes to perform the duties set forth herein, each of which is ministerial and non-fiduciary in nature. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent.

Section 5.02 Reliance on Documents

- (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Bank by the District. The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable except to the extent that a court of competent jurisdiction determines that the Bank's gross negligence or willful misconduct in breach of its obligations hereunder was the sole cause of any loss to the District. In the event of any liability of the Bank, such liability shall be limited to the amount of fees paid by the District to the Bank under this Agreement. In no event shall the Bank be liable for incidental, indirect, special, consequential or punitive damages or penalties (including, but not limited to lost profits), even if the Bank has been advised of the likelihood of such damages or penalty and regardless of the form of action. The Bank may seek adjudication, including by way of interpleader, at District's expense, of any adverse claim or controversy hereunder in a court of competent jurisdiction.

- (b) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability or to take any legal action or commence any proceeding in connection with this Agreement, the Bonds or money held or disbursed by the Bank hereunder.
- (c) The Bank shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. The Bank may conclusively rely and be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of any Bond containing an endorsement or any instruction or power of transfer which the Bank believes to be signed by the proper party or parties.
- (d) The Bank may consult with counsel, and the advice or opinion of counsel shall be full authorization and protection with respect to any action taken or omitted by it hereunder in good faith reliance thereon. The Bank may exercise any of the powers and perform any duties hereunder directly or by agents and shall not be liable for the actions of such agent appointed by it with due care. The Bank shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation acts of God, strikes, acts of war or terror, governmental regulations, fire, communication line failures, computer viruses, power failures, or other disasters. The Bank is authorized to comply with orders issued or process entered by any court.

Section 5.03 **May Own Bonds.** The Bank in any capacity may become the owner or pledgee of Bonds and may be interested in any financial or other transaction with the District.

Section 5.04 **Money held by Bank.** Money held by the Bank hereunder shall be held uninvested in a non-interest bearing, non-segregated account. Any money held by the Bank to pay the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed by the Registered Owner or by the District (which claim by the District shall be made in writing) after maturity and prior to escheatment will be escheated pursuant to applicable state law. If funds are returned to the District, the District and the Bank agree that the Registered Owner of such Bond shall thereafter look only to the District for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

Section 5.05 **Indemnification.** To the extent allowable under applicable law, the District shall indemnify the Bank, its officers, directors, employees and agents (each, an "Indemnified Party") for, and hold them harmless against any loss, cost, claim (including any claim made by the District, any broker or any Registered Owner), liability or expense (including counsel fees) ("Losses") arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except to the extent a Loss to District is finally determined by a court of competent jurisdiction to be directly caused solely by the Indemnified Party's gross negligence or willful misconduct), including the cost and expense of (including its counsel fees) of defending itself against any claim or liability in connection with exercise or performance of any of its powers, rights or duties under this

Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

Section 6.01 Notices. Any request, demand, authorization, direction, notice, consent, waiver or other communication hereunder shall be delivered in a manually signed document mailed, sent by fax or email or delivered to the District or the Bank, respectively, at the address shown below, or such other address as may have been given by one party to the other by fifteen (15) days written notice:

District: Sunnyvale School District

819 W. Iowa Avenue

Sunnyvale, CA 94086

Fax: _____

Bank: U.S. Bank, National Association

1 California Street, Suite 1000

San Francisco, California 94111

Fax: 415-677-3769

Attention: Global Corporate Trust

Section 6.02 Entire Agreement, Severability, etc. This Agreement (a) shall constitute the entire agreement between the parties hereto concerning the subject hereof and contains nothing, express or implied, that is intended to or shall confer upon any person or entity, other than the signatory parties hereto, any right, benefit or remedy under this Agreement, (b) may be amended only by an agreement in writing signed by both of the parties hereto and (c) shall be construed in accordance with, and shall be governed by, the laws of the State of California without reference to conflict of laws principles. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. To the extent of any conflict between the terms of this Agreement and those of the Authorizing Document, the terms of this Agreement shall control.

Section 6.03 Term and Termination. Either party may terminate this Agreement by written notice mailed to the other party at least thirty (30) days prior to termination date, upon which event the Bank shall return all cash and Bonds in its possession to the District or pursuant to its order, after deduction and payment to the Bank of its unpaid fees and non-reimbursed expenses and indemnification claims, together with a copy of the Bond Register. The provisions of Section 2.02 and Section 5.05 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.04 Documents to be filed with the Bank. The District shall file with the Bank:

(a) A copy of the opinion of bond counsel provided to the District in connection with the issuance of the Bonds, and

(b) Such other documents that the Bank may request, including, if applicable, a specimen Bond certificate and a copy of the Authorizing Document.

Section 6.05 Identifying Information. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a legal entity, the Bank requires documentation to verify its formation and existence. The Bank may ask to see financial statements, licenses, and

identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

IN WITNESS WHEREOF, the District and the Bank have caused this Agreement to be executed in their respective names by their duly authorized representatives, in two counterparts, each of which shall be deemed an original.

SUNNYVALE SCHOOL DISTRICT, as District

By _____
Its: Superintendent

U.S. BANK NATIONAL ASSOCIATION, as Paying
Agent, Registrar and Transfer Agent

By _____
Authorized Representative

Exhibit A
FEE SCHEDULE



Sunnyvale SD

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

N.1. Approval of Change Order #01 – Columbia M.S. Exterior Improvements Project (Smiley)

Type:

Consent

Description:

Pursuant to Public Contract Code, all change orders must be ratified by the Board of Education. This change order represents the first formal Change Order for the Columbia M.S. Exterior Improvements Project and documents unforeseen conditions found during construction and added work requested by the District not identified in the original scope of work. Once ratified by the Board of Education, the contractor can invoice for work associated with this Change Order.

The original contract price awarded by the Board of Education to Pacific Contractors Group, Inc was \$668,000.

- Change Order #01 is in the amount of \$14,065.31 and will amend the contract amount to \$682,065.31

Recommended Motion:

The Superintendent recommends the Board of Education approve Change Order #01 Columbia M.S. Exterior Improvements Project.

Attachments:

1. Columbia Change Order #1



COLUMBIA MS EXTERIOR IMPROVEMENTS

CHANGE ORDER : 1
COVER SHEET

School: Columbia MS Exterior Improvements

Owner: Sunnyvale

Contractor: Pacific Contractors Group, Inc

Change Order No.: 1

AEDIS No.: 2018057

DSA File.:

Appl. No.:

Date: 7/25/2019

Original Contract Sum: \$668,000.00

Net Change by Previous Change Order:

Revised Contract Amount Prior to this Change Order: \$668,000.00

Contract Amount to be adjusted by this Change Order: \$14,065.31

Proposed Contract Amount with this Change Order: \$682,065.31

Contract time will increase by: 0 Calendar Days

The Contractor is hereby directed to make the changes as described in the attached Change Order: Description of Items. The Contractor shall proceed with the work after approval by the Division of the State Architect.

District Authority
Sunnyvale

Pacific Contractors Group, Inc

Architect of Record
Aedis Architects

Division of the State Architect

COLUMBIA MS EXTERIOR IMPROVEMENTS

CHANGE ORDER : 1
DESCRIPTION OF ITEMS

School: Columbia MS Exterior Improvements
Owner: Sunnyvale
Contractor: Pacific Contractors Group, Inc

Change Order No.: 1
AEDIS No.: 2018057
DSA File.: **Appl. No.:**
Date: 7/25/2019

DESCRIPTION OF ITEMS

Item No. 1	Reference PCO # 4	CCD Reference # 1	ADD: \$10,836.24
Description:	EXTERIOR COLOR CLARIFICATION/REVISION		Time Ext. 0 Calendar Days
	ITEM NO. 1.1: DRAWINGS – SHEET : A6.02 Exterior Elevations – Food Service Revised P4 to P1.		
	ITEM NO. 1.2: DRAWINGS – SHEET : A6.03 Exterior Elevations – Admin./Media Center & Wing 8 Removed P4 and added wainscot.		
	ITEM NO. 1.3: DRAWINGS – SHEET : A6.04 – Exterior Elevations – AMD Sports Center Revised P4 to KM3453-3 Great Gaucho.		
	ITEM NO. 1.4: DRAWINGS – SHEET : A6.05 Exterior Elevations – Wings 1 & 2 (Typical Exterior Elevations – Wings 3-7)		
Reason:	District Request		
Requested by:	District		
Support Docs.:	CCD1-A6.02, CCD1-A6.03, CCD1-A6.04, CCD1-A6.05, CCD1-A6.06, CCD1-A6.07, CCD1-A6.09, CCD1-A8.11.		
Item No. 2	Reference PCO # 1	CCD Reference # 3	DEDUCT: -\$2,849.91
Description:	PLANT SIZE CHANGE Reduce (5) Ulmus from 36' to 24" box		Time Ext. 0 Calendar Days
Reason:	Trees were unavailable		
Requested by:	Contractor		
Support Docs.:	None		
Item No. 3	Reference PCO # 3	CCD Reference # 4	DEDUCT: -\$66.82
Description:	SOD AT SAND BOX Credit for sod not installed		Time Ext. 0 Calendar Days
Reason:	<e> sandbox to remain no new sod needed		
Requested by:			
Support Docs.:			

COLUMBIA MS EXTERIOR IMPROVEMENTS

CHANGE ORDER : 1
DESCRIPTION OF ITEMS

School: Columbia MS Exterior Improvements
Owner: Sunnyvale
Contractor: Pacific Contractors Group, Inc

Change Order No.: 1
AEDIS No.: 2018057
DSA File.: **Appl. No.:**
Date: 7/25/2019

DESCRIPTION OF ITEMS

Item No. 4	Reference PCO # 6	CCD Reference # 6	ADD: \$1,630.88
Description:	Remove pipes and patch holes		Time Ext. 0 Calendar Days
Reason:	District Direction		
Requested by:	District		
Support Docs.:			
Item No. 5	Reference PCO # 7	CCD Reference # 7	ADD: \$1,805.97
Description:	Paint 14 Doors		Time Ext. 0 Calendar Days
Reason:	District Direction		
Requested by:	District		
Support Docs.:			
Item No. 6	Reference PCO # 8	CCD Reference # 8	ADD: \$2,708.95
Description:	MULTI- USE BUILDING - SOUTH ELEVATION Add wainscot color P-2 as indicated on attached drawing		Time Ext. 0 Calendar Days
Reason:	District		
Requested by:	District		
Support Docs.:	CCD8-A6.01a		

TOTAL THIS CHANGE ORDER: \$14,065.31

Attachments: CCD1-A6.02, CCD1-A6.03, CCD1-A6.04, CCD1-A6.05, CCD1-A6.06, CCD1-A6.07, CCD1-A6.09, CCD1-A8.11.
CCD8-A6.01a



Sunnyvale SD

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

N.2. Approval of Change Order #01 – Temporary Classrooms at Cumberland ES (Smiley)

Type:

Consent

Description:

Pursuant to Public Contract Code, all change orders must be ratified by the Board of Education. This change order represents the first formal Change Order for the Temporary Classrooms at Cumberland ES and documents unforeseen conditions found during construction and added work requested by the District not identified in the original scope of work. Once ratified by the Board of Education, the contractor can invoice for work associated with this Change Order.

The original contract price awarded by the Board of Education to 101 Builders, Inc was \$619,101.

- Change Order #01 is in the amount of \$6,388.00 and will amend the contract amount to \$625,489.00

Recommended Motion:

The Superintendent recommends the Board of Education approve Change Order #01 Temporary Classrooms at Cumberland ES.

Attachments:

1. Cumberland CO #1



CUMBERLAND TEMPORARY PORTABLES

CHANGE ORDER : 1
COVER SHEET

School:	Cumberland Temporary Portables	Change Order No.: 1
Owner:	Sunnyvale School District	AEDIS No.: 2018056
Contractor:	101 Builders Inc.	DSA File.: 43-54 Appl. No.: 01-118229
		Date: 7/26/2019

Original Contract Sum:	\$619,101.00
Net Change by Previous Change Order:	
Revised Contract Amount Prior to this Change Order:	\$619,101.00
Contract Amount to be adjusted by this Change Order:	\$6,388.00
Proposed Contract Amount with this Change Order:	\$625,489.00
Contract time will increase by:	0 Calendar Days

The Contractor is hereby directed to make the changes as described in the attached Change Order: Description of Items. The Contractor shall proceed with the work after approval by the Division of the State Architect.

District Authority
Sunnyvale School District

101 Builders Inc.

Architect of Record
Aedis Architects

Division of the State Architect

CUMBERLAND TEMPORARY PORTABLES

CHANGE ORDER : 1
DESCRIPTION OF ITEMS

School: Cumberland Temporary Portables
Owner: Sunnyvale School District
Contractor: 101 Builders Inc.

Change Order No.: 1
AEDIS No.: 2018056
DSA File.: 43-54 **Appl. No.: 01-118229**
Date: 7/26/2019

DESCRIPTION OF ITEMS

Item No. 1	Reference PCO #	CCD Reference # 2	ADD: \$6,388.00
Description:	<u>Exterior Painting</u>		Time Ext. 0 Calendar Days
	Revise exterior paint scheme per attached drawings.		
Reason:	District request		
Requested by:	District		
Support Docs.:	CCD2-A1, CCD2-A2, CCD2-A3		

TOTAL THIS CHANGE ORDER: **\$6,388.00**

Attachments: CCD2-A1, CCD2-A2, CCD2-A3



Sunnyvale SD

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

N.3. Approval of Purchase Orders and Warrants June 2019 (van Gogh)

Type:

Consent

Description:

The purchase order report and board warrant approval list are attached.

Recommended Motion:

The Superintendent recommends that the Board of Education approve the following:

For Fiscal Year 2018-2019

Purchase Orders in the total amount of:

- \$897,676.90 per County Report #POX600, covering the period June 1, 2019 through June 30, 2019

Warrants in the total amount of:

- \$2,621,469.27 per County Report #WARBRDSC, covering the period June 1, 2019 through June 30, 2019

Attachments:

1. PO Board Report for June 2019
2. Board Warrant Approval List for June 2019

010 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
30000	ANALYTIC	SERVICE RENEWAL	16,342.00	BUSINESS SERVICES DEPARTMENT
10013	AT&T	Mnthly Billings-OPS 2019/2020	44,616.00	TECHNOLOGY DEPARTMENT
91017	CDW-GOVERNMENT INC	Airwatch Renewal 2019-20	89,900.00	TECHNOLOGY DEPARTMENT
10016	DIGITAL SCHOOLS LLC	QUARTERLY SUBSCRIP DIGITAL SCH	68,152.32	BUSINESS SERVICES DEPARTMENT
10011	FRYS ELECTRONICS NO 4	Technology Purchases 2019-20	12,000.00	TECHNOLOGY DEPARTMENT
30001	HEARTREADY	AED PROGRAM 2019-20 SCHOOL YR	4,776.00	BUSINESS SERVICES DEPARTMENT
50013	ILLUMINATE EDUCATION INC	licensing renewal	31,099.75	CURRICULUM DEPARTMENT
10012	JIVE COMMUNICATIONS INC	Monthly Interconnect VOIP/Data	125,000.00	TECHNOLOGY DEPARTMENT
91015	JIVE COMMUNICATIONS INC	Jive Monthly/Data Svc Charges	135,000.00	TECHNOLOGY DEPARTMENT
91013	SBC	CalNet3 Ban-xxx1050-435	162,000.00	TECHNOLOGY DEPARTMENT
91014	SBC	Monthly ATT LD Billing	13,800.00	TECHNOLOGY DEPARTMENT
50014	SC/SVNTP	conference registration	500.00	CURRICULUM DEPARTMENT
10015	SHRED-IT USA LLC	SHREDDING SERVICES	7,000.00	BUSINESS SERVICES DEPARTMENT
91012	e2e EXCHANGE LLC	E-Rate Consulting Svc. 2019-20	2,300.00	TECHNOLOGY DEPARTMENT
		TOTAL FUND	712,486.07	

018 GENERAL FLEXIBILITY

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
50009	AMSTERDAM PRINTING AND LITHO	supplies	392.40	CURRICULUM DEPARTMENT
50011	AVID CENTER	membership/licensing	8,968.00	CURRICULUM DEPARTMENT
50007	FOLLETT SCHOOL SOLUTIONS INC	supplies	98.10	CURRICULUM DEPARTMENT
50008	FOLLETT SCHOOL SOLUTIONS INC	supplies	98.10	CURRICULUM DEPARTMENT
50010	FOLLETT SCHOOL SOLUTIONS INC	supplies	392.40	CURRICULUM DEPARTMENT
10014	HEINEMANN	consultant for pd	18,980.02	CURRICULUM DEPARTMENT
23000	Hyatt Regency Sacramento	Lodging-AVID Conf in San Diego	3,040.92	SUNNYVALE MIDDLE
50005	NWEA	software licensing	18,493.65	CURRICULUM DEPARTMENT
50006	READING PARTNERS		125,000.00	CURRICULUM DEPARTMENT
		TOTAL FUND	175,463.59	

060 RESTRICTED PROGRAMS

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
50012	HEINEMANN	books	3,243.24	CURRICULUM DEPARTMENT
TOTAL FUND			3,243.24	

120 CHILD DEVELOPMENT

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
29000	DEPARTMENT OF SOCIAL SERVICES	LICENSING FOR PRESCHOOLS	484.00	BUSINESS SERVICES DEPARTMENT
		TOTAL FUND	484.00	

037 SUNNYVALE SD
PO BOARD REPORT

P.O. BOARD REPORT

J28871 POX600 L.00.00 07/01/19 PAGE 5
CUTOFF DATES: 06/01/2019 TO 06/30/2019

210 BUILDING

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
91016	CARROLL ENGINEERING	ENGINEER	6,000.00	OPERATIONS
		TOTAL FUND	6,000.00	
		TOTAL DISTRICT	897,676.90	

FUND		AMOUNT

010	GENERAL FUND	712,486.07
018	GENERAL FLEXIBILITY	175,463.59
060	RESTRICTED PROGRAMS	3,243.24
120	CHILD DEVELOPMENT	484.00
210	BUILDING	6,000.00
	TOTAL DISTRICT	897,676.90

Report title: BOARD WARRANT APPROVAL LIST

With account detail: Y
Date issued range: 06/01/2019 - 06/30/2019
Warrant number range: -
Sort by: Vendor name

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37042815 PO919090	06/07/2019	A-ABCO RENTS & SELLS INC PROMOTION DAY CHAIRS	010-0000-0-5622-00-1110-1000-018199-025-0000					2,447.50 Sub total: 2,447.50
37	37042875 PO923076	06/11/2019	A-ABCO RENTS & SELLS INC Promotion Chair Rental	010-0000-0-4310-00-1110-1000-018190-080-0000					1,920.00 Sub total: 1,920.00
37	37042910 PV901130	06/14/2019	A-ABCO RENTS & SELLS INC RENTALS-EQUIPMENT	010-0000-0-5622-00-1110-1000-018199-025-0000					175.00 Sub total: 175.00
37	37042876 PO901070	06/11/2019	AARON INDUSTRIAL PUMPING GREASE TRAPS	130-5310-0-5830-00-0000-3700-531000-090-0000					2,565.00 Sub total: 2,565.00
37	37042952 PO901042	06/18/2019	ACCOUNTABLE HEALTHCARE STAFF Speech Contractor	080-6500-0-5100-00-5050-2100-650000-030-0000					2,560.00 Sub total: 2,560.00
37	37042992 PO901042	06/21/2019	ACCOUNTABLE HEALTHCARE STAFF Speech Contractor	080-6500-0-5100-00-5050-2100-650000-030-0000					2,400.00 Sub total: 2,400.00
37	37042953 PO901043 PO901043	06/18/2019	ACHIEVEKIDS NPS Students NPS Students	080-6500-0-5100-00-5050-2100-650000-030-0000 080-6500-0-5100-00-5050-2100-650000-030-0000					7,504.00 8,434.40 Sub total: 15,938.40
37	37042816 PO940127	06/07/2019	ACKNOWLEDGE ALLIANCE CONSULTATION SERVICES	010-0000-0-5830-00-0000-7400-071300-030-0000					12,125.00 Sub total: 12,125.00
37	37042775 PV901076	06/04/2019	ACSA DUES	010-0000-0-9945-00-0000-0000-000000-000-0000					2,204.20 Sub total: 2,204.20
37	37043039 PO980110	06/25/2019	ACSA PICARD 2019-20 MEMBERSHIP	010-0000-0-5300-00-0000-7100-071200-030-0000					1,603.00 Sub total: 1,603.00
37	37043053 PO901205	06/27/2019	ADROIT ADVANCED TECHNOLOGIES Transportation	018-0000-0-5830-00-5001-3600-724000-030-0000					3,600.10 Sub total: 3,600.10
37	37042954 PO901200	06/18/2019	ADVANCED MEDICAL PERSONNEL SER OT contracted Services	080-6500-0-5830-00-5050-2100-650000-030-0000					14,067.50 Sub total: 14,067.50
37	37042993 PO991716	06/21/2019	AEDIS ARCHITECTURE & PLANNING ARCHITECTS/ENGINEERS	210-0000-0-6215-00-0000-8500-054400-005-0000					16,833.63 Sub total: 16,833.63

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043022	06/21/2019	AHUJA, MALA						
	PV901176		CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-2100-739500-030-0000					235.30
	PV901176		MILEAGE/PERSONAL EXP REIMB	018-0000-0-5210-00-1110-2100-739500-030-0000					48.72
			Sub total:						284.02
37	37042817	06/07/2019	AIR FILTER SUPPLY INC						
	PO991707		SUPPLIES	050-8150-0-4380-00-0000-8100-810000-070-0000					99.90
			Sub total:						99.90
37	37042934	06/14/2019	ALLMANN, MARY BETH						
	PV901132		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-025-0000					160.00
	PV901131		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-025-0000					173.02
	PV901131		CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-1000-709099-025-0000					87.09
	PV901133		CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-1000-709099-025-0000					256.40
	PV901132		CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-1000-709099-025-0000					126.49
	PV901150		CLASSROOM/OFFICE SUPPLIES	060-9010-0-4310-00-0000-7490-900400-025-0000					131.61
			Sub total:						934.61
37	37042955	06/18/2019	ALPHA VISTA SERVICES INC						
	PO901046		OT & Speech Contractors	080-6500-0-5100-00-5050-2100-650000-030-0000					28,864.00
			Sub total:						28,864.00
37	37042994	06/21/2019	AMERICAN CONSULTING ENGINEERS						
	PO920048		ARCHITECTS	210-0000-0-6215-00-0000-8500-059800-026-0000					2,250.00
			Sub total:						2,250.00
37	37043054	06/27/2019	AMERICAN CONSULTING ENGINEERS						
	PO991641		ENGINEERS	210-0000-0-6215-00-0000-8500-059800-026-0000					1,125.00
			Sub total:						1,125.00
37	37042995	06/21/2019	AMERICAN FIDELITY						
	PO901110		RENEWAL SERVICES	010-0000-0-5830-00-0000-7300-071500-030-0000					634.70
			Sub total:						634.70
37	37042776	06/04/2019	AMERICAN FIDELITY ASSURANCE CO						
	PV901065		MEDICAL INSURANCE	010-0000-0-9942-00-0000-0000-000000-000-0000					7,850.32
	PV901065		VOLUNTARY DEDUCTIONS	010-0000-0-9950-00-0000-0000-000000-000-0000					6,266.95
			Sub total:						14,117.27
37	37042777	06/04/2019	AMERICAN FIDELITY ASSURANCE CO						
	PV901063		LIFE INSURANCE	010-0000-0-9943-00-0000-0000-000000-000-0000					4,145.55
	PV901063		OTHER INSURANCE	010-0000-0-9944-00-0000-0000-000000-000-0000					20,834.32
			Sub total:						24,979.87
37	37042778	06/04/2019	ANTHEM BLUE CROSS						
	PV901071		HEALTH & WELFARE-CERTFD	010-0000-0-3401-00-0000-7600-083000-030-0000					974.67
	PV901071		RETIREE BENEFITS-CERTIFICATD	010-0000-0-3701-00-0000-7600-083000-030-0000					15,618.26
	PV901071		RETIREE BENEFITS-CLASSIFIED	010-0000-0-3702-00-0000-7600-083000-030-0000					7,954.59
	PV901071		MEDICAL INSURANCE	010-0000-0-9942-00-0000-0000-000000-000-0000					382,411.69
			Sub total:						406,959.21

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37042935	06/14/2019	ARMSTRONG, KATHRYN						
	PO917086		Reimbursements	018-0000-0-4310-00-1110-1000-709099-022-0000					42.31
	PO917086		Reimbursements	060-3010-0-4310-00-0000-2495-301099-022-0000					304.97
	PO917086		Reimbursements	060-3010-0-4310-00-1110-1000-301000-022-0000					11.69
	PO917086		Reimbursements	060-9010-0-4310-00-0000-7490-900400-022-0000					533.23
	PO917086		Reimbursements	060-9010-0-4310-00-1110-1000-903500-022-0000					432.29
			Sub total:						1,324.49
37	37042976	06/18/2019	ARMSTRONG, KATHRYN						
	PO917087		Reimbursement EOY	060-3010-0-4310-00-0000-2495-301099-022-0000					300.18
	PO917087		Reimbursement EOY	060-9010-0-4310-00-0000-7490-900400-022-0000					625.63
			Sub total:						925.81
37	37042877	06/11/2019	AT&T						
	PO901032		Monthly OPS AT&T Billings	010-0000-0-5930-00-0000-8500-075000-070-0000					232.96
	PO901032		Monthly OPS AT&T Billings	010-0000-0-5930-00-0000-8500-075000-070-0000					516.72
	PO901032		Monthly OPS AT&T Billings	010-0000-0-5930-00-0000-8500-075000-070-0000					989.91
	PO901032		Monthly OPS AT&T Billings	010-0000-0-5930-00-0000-8500-075000-070-0000					144.62
	PO901032		Monthly OPS AT&T Billings	010-0000-0-5930-00-0000-8500-075000-070-0000					238.21
	PO901032		Monthly OPS AT&T Billings	010-0000-0-5930-00-0000-8500-075000-070-0000					216.27
	PO901032		Monthly OPS AT&T Billings	010-0000-0-5930-00-0000-8500-075000-070-0000					125.75
	PO901032		Monthly OPS AT&T Billings	010-0000-0-5930-00-0000-8500-075000-070-0000					129.34
	PO901032		Monthly OPS AT&T Billings	010-0000-0-5930-00-0000-8500-075000-070-0000					194.32
			Sub total:						2,788.10
37	37042996	06/21/2019	AT&T						
	PO901009		CalNet3 Mntly Svcs-050435	010-0000-0-5830-00-0000-7700-072300-030-0000					13,428.03
	PO901010		CalNet3 Mntly biling-052052	010-0000-0-5830-00-0000-7700-072300-030-0000					1,122.03
			Sub total:						14,550.06
37	37043040	06/25/2019	AT&T						
	PO991726		Bishop - Bond Residual bill	210-0000-0-5930-00-0000-8100-054400-005-0000					1,381.35
			Sub total:						1,381.35
37	37042893	06/11/2019	AUSTIN, LAUREN						
	PV901111		CLASSROOM/OFFICE SUPPLIES	060-9010-0-4310-00-0000-7490-900400-015-0000					49.95
			Sub total:						49.95
37	37042997	06/21/2019	AUTOZONE INC						
	PO991721		SUPPLIES	018-0000-0-4360-00-0000-3600-723000-070-0000					87.79
	PO991721		SUPPLIES	018-0000-0-4360-00-0000-3600-723000-070-0000					5.22
			Sub total:						93.01
37	37043055	06/27/2019	AUTOZONE INC						
	PO991730		SUPPLIES	018-0000-0-4360-00-0000-3600-723000-070-0000					33.29
			Sub total:						33.29
37	37042857	06/07/2019	AUYEUNG, JOCELYN						
	PO912049		REIMB FPC TRAINING	018-0000-0-5220-00-1110-1000-739599-005-0000					930.67
			Sub total:						930.67

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37042818	06/07/2019	AVID TRANSLATION						
	PO901114		Interpretations	080-6500-0-5100-00-5050-2100-650000-030-0000					3,367.50
	PO901114		Interpretations	080-6500-0-5830-00-5050-2100-650000-030-0000					1,462.50
								Sub total:	4,830.00
37	37042894	06/11/2019	BAGDRIWICZ, PEGGY						
	PV901112		MILEAGE/PERSONAL EXP REIMB	130-5310-0-5210-00-0000-3700-531000-090-0000					126.04
								Sub total:	126.04
37	37042858	06/07/2019	BALLANTYNE, CHRISTINA						
	PV901094		DUPLICATING	018-0000-0-4350-00-1110-1000-709099-026-0000					269.35
	PV901093		CLASSROOM/OFFICE SUPPLIES	060-9010-0-4310-00-0000-7490-900400-026-0000					96.64
	PV901092		CLASSROOM/OFFICE SUPPLIES	060-9010-0-4310-00-0000-7490-900400-026-0000					102.58
	PV901091		CLASSROOM/OFFICE SUPPLIES	060-9010-0-4310-00-0000-7490-900400-026-0000					46.87
	PV901091		CLASSROOM/OFFICE SUPPLIES	060-9010-0-4310-00-1110-1000-901900-026-0000					61.94
	PV901090		CLASSROOM/OFFICE SUPPLIES	060-9010-0-4310-00-1110-1000-901900-026-0000					245.93
	PO920047		PORTABLE PA SYSTEM	060-9010-0-4310-00-1110-1000-903800-026-0000					1,179.74
								Sub total:	2,003.05
37	37042895	06/11/2019	BALLANTYNE, CHRISTINA						
	PV901113		CLASSROOM/OFFICE SUPPLIES	060-9010-0-4310-00-0000-7490-900400-026-0000					68.05
								Sub total:	68.05
37	37043041	06/25/2019	BALLANTYNE, CHRISTINA						
	PO920049		Reimbursement	060-9010-0-4310-00-1110-1000-901900-026-0000					71.61
	PO920049		Reimbursement	060-9010-0-4310-00-1110-1000-903800-026-0000					704.96
								Sub total:	776.57
37	37042998	06/21/2019	BAY AREA NEWS GROUP						
	PO991724		Ads for Boundry Changes SIS	010-0000-0-5812-00-0000-3130-076200-030-0000					239.20
								Sub total:	239.20
37	37043056	06/27/2019	BAY COUNTIES SMART						
	PO901039		DISPOSAL	010-0000-0-5515-00-0000-8200-075000-070-0000					480.80
								Sub total:	480.80
37	37042779	06/04/2019	BENCHMARK EDUCATION						
	PO901203		texts	060-6300-0-4100-00-1110-1000-630000-030-0000					15,964.74
								Sub total:	15,964.74
37	37042911	06/14/2019	BLICK ART MATERIALS						
	PO919083		ART SUPPLY	018-0000-0-4310-00-1110-1000-739599-025-0000					9.76
	PO919068		ART SUPPLY	018-0000-0-4310-00-1110-1000-739599-025-0000					616.89
	PO919068		ART SUPPLY	060-9010-0-4310-00-1110-1000-904905-025-0000					411.78
								Sub total:	1,038.43
37	37042977	06/18/2019	BLOOMER, PAUL						
	PV901159		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018101-022-0000					149.52
								Sub total:	149.52
37	37042896	06/11/2019	BOBBITT, VANESSA						
	PV901114		MILEAGE/PERSONAL EXP REIMB	010-0000-0-5210-00-0000-2130-041500-030-0000					65.08
								Sub total:	65.08

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37042807 PV901081	06/04/2019	BOISVERT, MARIA DEL PI CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-1000-739599-080-0000					199.36 Sub total: 199.36
37	37042859 PV901105	06/07/2019	BOISVERT, MARIA DEL PI CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-1000-739599-080-0000					74.57 Sub total: 74.57
37	37042956 PV901156	06/18/2019	BOOKSOURCE BOOKS & REFERENCE MATERIALS	060-3010-0-4200-00-1110-1000-301099-022-0000					35.00 Sub total: 35.00
37	37042978 PV901160	06/18/2019	BOOM, KATRINA MILEAGE/PERSONAL EXP REIMB	080-6500-0-5210-00-5050-2100-650000-030-0000					47.27 Sub total: 47.27
37	37042860 PV901106	06/07/2019	BOUJA, MARIANNE CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-1000-709099-080-0000					40.02 Sub total: 40.02
37	37043023 PV901191	06/21/2019	BRADLEY, PATRICIA CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-0000-7300-071500-030-0000					12.68 Sub total: 12.68
37	<37040546> Canceled PO912012	06/06/2019	BRAINPOP Brain POP Licensing	018-0000-0-5800-00-1110-1000-709099-005-0000	<				3,090.00 > Sub total: < 3,090.00 >
37	37042861 PV901104	06/07/2019	BROSS, RACHEL MILEAGE/PERSONAL EXP REIMB	010-0000-0-5210-00-0000-2130-041500-030-0000					68.21 Sub total: 68.21
37	37043057 PV901194	06/27/2019	BROWN, MICHAEL PARCEL TAXES	040-0000-0-8621-00-0000-0000-000000-000-0000					59.00 Sub total: 59.00
37	37042862 PO923111	06/07/2019	BURNSSED, ROBERT Workshop-Students With Needs	018-0000-0-5220-00-1110-1000-709099-080-0000					764.83 Sub total: 764.83
37	37042999 PO991725	06/21/2019	CAL COMPLIANCE INC INSPECTION FEES	210-0000-0-6235-00-0000-8500-054400-005-0000					11,900.00 Sub total: 11,900.00
37	37042780 PO920026	06/04/2019	CALABRESE, DOROTHY COMPUTER ASSISTANCE FOR STUDEN	018-0000-0-5830-00-1110-1000-709099-026-0000					1,196.25 Sub total: 1,196.25
37	37043024 PV901177	06/21/2019	CALANGIAN, EDGARDO MILEAGE/PERSONAL EXP REIMB	010-0000-0-5210-00-0000-8200-075000-070-0000					98.51 Sub total: 98.51

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37042912 PO901107	06/14/2019	CALDERON, NANCY Transportation Reimbursement	018-0000-0-5865-00-5001-3600-724000-030-0000					176.32 Sub total: 176.32
37	37043000 PO990064	06/21/2019	CALIF DEPT OF TAX & FEE ADMIN APR-JUNE SALES TAX	130-5310-0-4700-00-0000-3700-531000-090-0000					126.00 Sub total: 126.00
37	37043058 PO991732 PO991727	06/27/2019	CALIFORNIA JANITORIAL SUPPLY SUPPLIES SUPPLIES	010-0000-0-4380-00-0000-8200-075000-070-0000 010-0000-0-4380-00-0000-8200-075000-070-0000					776.03 387.82 Sub total: 1,163.85
37	37042781 PV901077	06/04/2019	CALIFORNIA TEACHERS ASSN. DUES	010-0000-0-9945-00-0000-0000-000000-000-0000					37,644.41 Sub total: 37,644.41
37	37042819 PO901118 PO901165	06/07/2019	CALTRONICS BUSINESS SYSTEMS INK & TONER SUPPLY COPIER MAINTNANCE	010-0000-0-4310-00-1110-1000-018199-025-0000 080-3310-0-4310-00-5730-1110-331000-030-0000					49.05 73.58 Sub total: 122.63
37	37042957 PO901097 PO901025 PO901023 PO901022 PO901017 PO901018 PO901016 PO901015 PO901014 PO901012 PO901021 PO901020 PO901019 PO901013	06/18/2019	CALTRONICS BUSINESS SYSTEMS YEARLY MAINTENANCE Copier Maintenance Copier Maintenance Copier Maintenance Copier Maintenance Copier Maintenance Copier Maintenance Copier Maintenance Copier Maintenance Copier Maintenance Copier Maintenance Copier Maintenance Copier Maintenance Copier Maintenance	010-0000-0-5610-00-0000-2100-041500-030-0000 010-0000-0-5622-00-0000-7550-071800-030-0000 010-0000-0-5622-00-0000-7550-071800-030-0000 010-0000-0-5622-00-0000-7550-071800-030-0000 010-0000-0-5622-00-0000-7550-071800-030-0000 010-0000-0-5622-00-0000-7550-071800-030-0000 010-0000-0-5622-00-0000-7550-071800-030-0000 010-0000-0-5622-00-0000-7550-071800-030-0000 010-0000-0-5622-00-0000-7550-071800-030-0000 010-0000-0-5622-00-0000-7550-071800-030-0000 010-0000-0-5622-00-0000-7550-071800-030-0000 010-0000-0-5622-00-0000-7550-071800-030-0000 010-0000-0-5622-00-0000-7550-071800-030-0000 010-0000-0-5622-00-0000-7550-071800-030-0000 010-0000-0-5622-00-0000-7550-071800-030-0000					145.11 536.25 50.69 195.42 141.57 215.57 268.03 270.19 268.56 237.54 12.93 165.28 301.11 221.14 Sub total: 3,029.39
37	37043042 PO940131	06/25/2019	CALTRONICS BUSINESS SYSTEMS COPIER OVERAGE CHARGES	010-0000-0-4310-00-0000-7400-071300-030-0000					23.00 Sub total: 23.00
37	37042820 PO901144	06/07/2019	CAMACLANG, MISHELLE ALINA Contractor- Behavior	080-6500-0-5100-00-5050-2100-650000-030-0000					9,940.00 Sub total: 9,940.00
37	37042878 PO901201	06/11/2019	CAMPBELL UNION SCHOOL DISTRICT Busing-EndOfYear8thGradeGATrip	010-0000-0-5800-00-1110-1000-018190-080-0000					1,881.30 Sub total: 1,881.30

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37042958	06/18/2019	CAMPBELL UNION SCHOOL DISTRICT						
	PO960164		Field TripTransportation	080-6520-0-4310-00-5750-1110-652000-030-0000					474.39
	PO960164		Field TripTransportation	080-6520-0-4310-00-5750-1110-652000-030-0000					474.39
								Sub total:	948.78
37	37042936	06/14/2019	CARLSON, LAURIE						
	PV901134		CLASSROOM/OFFICE SUPPLIES	060-9010-0-4310-00-1110-1000-900400-011-0000					116.95
	PO914037		LAURIE CARLSON	060-9010-0-4310-00-1110-1000-900400-011-0000					452.35
								Sub total:	569.30
37	37043001	06/21/2019	CARROLL ENGINEERING						
	PO991666		TESTING	210-0000-0-6215-00-0000-8500-060000-015-0000					16,500.00
								Sub total:	16,500.00
37	37043059	06/27/2019	CARROLL ENGINEERING						
	PO991738		IMPROVEMENT OF BUILDINGS	210-0000-0-6230-00-0000-8500-060100-009-0000					6,000.00
								Sub total:	6,000.00
37	37042782	06/04/2019	CDW-GOVERNMENT INC						
	PO991692		Scanners (Curriculum-Goodman)	010-0000-0-4310-00-0000-2100-041500-030-0000					599.50
								Sub total:	599.50
37	37042863	06/07/2019	CERNA, JACLYN						
	PV901095		CLASSROOM/OFFICE SUPPLIES	060-9010-0-4310-00-0000-7490-900400-015-0000					64.90
								Sub total:	64.90
37	37042979	06/18/2019	CHAVEZ, MARCIA						
	PV901161		MILEAGE/PERSONAL EXP REIMB	080-6500-0-5210-00-5050-2100-650000-030-0000					21.35
								Sub total:	21.35
37	37043002	06/21/2019	CHEN, MEII						
	PO990065		LUNCH REFUND	130-5310-0-8634-00-0000-3700-531000-090-0000					140.75
								Sub total:	140.75
37	37042980	06/18/2019	CHERRY, ROBYN						
	PV901158		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-025-0000					168.65
	PV901158		CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-1000-739599-025-0000					44.09
								Sub total:	212.74
37	37043003	06/21/2019	CHILDREN'S HEALTH COUNCIL						
	PO901210		NPS Student	080-6500-0-5830-00-5050-2100-650000-030-0000					4,613.65
	PO901210		NPS Student	080-6500-0-5830-00-5050-2100-650000-030-0000					6,483.08
	PO901210		NPS Student	080-6500-0-5830-00-5050-2100-650000-030-0000					6,330.40
								Sub total:	17,427.13
37	37043025	06/21/2019	CHIU, CHIN CHIN						
	PV901178		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-2100-043900-030-0000					15.24
								Sub total:	15.24
37	37042864	06/07/2019	CHOI, LINDSAY						
	PV901107		CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-1000-739599-025-0000					201.85
								Sub total:	201.85

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043060 PV901195	06/27/2019	CHOW, CYRUS PARCEL TAXES	040-0000-0-8621-00-0000-0000-000000-000-0000				Sub total:	59.00 59.00
37	37043061 PV901196	06/27/2019	CHWA, ERNEST PARCEL TAXES	040-0000-0-8621-00-0000-0000-000000-000-0000				Sub total:	59.00 59.00
37	37043026 PV901179	06/21/2019	CICALA, SUZANNE CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-1000-739599-005-0000				Sub total:	16.34 16.34
37	37043043 PO960168	06/25/2019	CIRCLES FOR SOCIAL CHANGE Training for staff	060-5640-0-4310-00-5050-2100-564000-030-0000				Sub total:	4,500.00 4,500.00
37	37042821 PO901101	06/07/2019	CIT TECHNOLOGY FIN SERV INC RISO Copier Lease	010-0000-0-5830-00-1110-1000-043900-030-0000				Sub total:	65.98 65.98
37	37043044 PO901166	06/25/2019	CIT TECHNOLOGY FIN SERV INC copier lease	010-0000-0-5830-00-1110-1000-043900-030-0000				Sub total:	444.30 444.30
37	37042822 PO901147 PO901147 PO901147 PO901147 PO901147 PO901147 PO901147 PO901147 PO901147 PO901147 PO901147	06/07/2019	CITY OF SUNNYVALE consultant consultant consultant consultant consultant consultant consultant consultant consultant consultant consultant consultant	060-6010-0-5830-00-1110-1000-601000-030-0000 060-6010-0-5830-00-1110-1000-601000-030-0000 060-6010-0-5830-00-1110-1000-601000-030-0000 060-6010-0-5830-00-1110-1000-601000-030-0000 060-6010-0-5830-00-1110-1000-601000-030-0000 060-6010-0-5830-00-1110-1000-601000-030-0000 060-6010-0-5830-00-1110-1000-601000-030-0000 060-6010-0-5830-00-1110-1000-601000-030-0000 060-6010-0-5830-00-1110-1000-601000-030-0000 060-6010-0-5830-00-1110-1000-601000-030-0000 060-6010-0-5830-00-1110-1000-601000-030-0000 060-6010-0-5830-00-1110-1000-601000-030-0000				1,945.26 1,389.47 1,389.47 1,333.61 952.58 1,389.47 1,945.26 2,191.64 1,826.36 1,945.26 Sub total:	16,308.38
37	37042879 PO930044	06/11/2019	CITY OF SUNNYVALE AFTER SCHOOL FITNESS PROGRAM	010-0000-0-5830-00-0000-3140-067001-030-0000				Sub total:	1,538.22 1,538.22
37	37043004 PO901055 PO901055 PO901055 PO901055 PO901055 PO901055 PO901055 PO901055 PO901055	06/21/2019	CITY OF SUNNYVALE DISPOSAL SERVICES DISPOSAL SERVICES SEWAGE SEWAGE SEWAGE WATER WATER WATER	010-0000-0-5515-00-0000-8200-075000-070-0000 010-0000-0-5515-00-0000-8200-075000-070-0000 010-0000-0-5556-00-0000-8200-075000-070-0000 010-0000-0-5556-00-0000-8200-075000-070-0000 010-0000-0-5556-00-0000-8200-075000-070-0000 010-0000-0-5558-00-0000-8200-075000-070-0000 010-0000-0-5558-00-0000-8200-075000-070-0000 010-0000-0-5558-00-0000-8200-075000-070-0000 010-0000-0-5558-00-0000-8200-075000-070-0000				4,479.72 4,797.14 539.72 47.16 2,369.79 3,588.63 34.04 2,769.69	

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
	PO901055	WATER		010-0000-0-5558-00-0000-8200-075000-070-0000					153.69
								Sub total:	18,779.58
37	37043062	06/27/2019	CITY OF SUNNYVALE						
	PO901055	DISPOSAL SERVICES		010-0000-0-5515-00-0000-8200-075000-070-0000					7,814.45
	PO901055	DISPOSAL SERVICES		010-0000-0-5515-00-0000-8200-075000-070-0000					4,797.14
	PO901055	SEWAGE		010-0000-0-5556-00-0000-8200-075000-070-0000					471.60
	PO901055	SEWAGE		010-0000-0-5556-00-0000-8200-075000-070-0000					225.32
	PO901055	SEWAGE		010-0000-0-5556-00-0000-8200-075000-070-0000					1,616.70
	PO901055	WATER		010-0000-0-5558-00-0000-8200-075000-070-0000					2,172.97
	PO901055	WATER		010-0000-0-5558-00-0000-8200-075000-070-0000					549.43
	PO901055	WATER		010-0000-0-5558-00-0000-8200-075000-070-0000					71.28
	PO901055	WATER		010-0000-0-5558-00-0000-8200-075000-070-0000					2,695.24
								Sub total:	20,414.13
37	37043005	06/21/2019	CLEARY CONSULTANTS INC						
	PO990066	ENGINEERS		210-0000-0-6265-00-0000-8500-054400-005-0000					659.75
	PO991719	TESTING		210-0000-0-6265-00-0000-8500-054400-005-0000					3,484.00
								Sub total:	4,143.75
37	37042959	06/18/2019	COMMUNITY BANK						
	PO901152	IMPROVEMENT OF BUILDINGS		210-0000-0-6270-00-0000-8500-054400-005-0000					6,481.27
	PO901152	IMPROVEMENT OF BUILDINGS		210-0000-0-6270-00-0000-8500-054400-005-0000					2,814.58
								Sub total:	9,295.85
37	37042960	06/18/2019	COMMUNITY GATEPATH						
	PO901047	SELPA OTs		080-6500-0-5100-00-5050-2100-650000-030-0000					65,520.00
								Sub total:	65,520.00
37	37042823	06/07/2019	CREATIVE LEARNING CENTER						
	PO901049	NPS Student		080-6500-0-5100-00-5050-2100-650000-030-0000					515.00
	PO901049	NPS Student		080-6500-0-5100-00-5050-2100-650000-030-0000					370.00
								Sub total:	885.00
37	37042913	06/14/2019	CREATIVE LEARNING CENTER						
	PO901049	NPS Student		080-6500-0-5100-00-5050-2100-650000-030-0000					1,716.75
	PO901049	NPS Student		080-6500-0-5100-00-5050-2100-650000-030-0000					2,580.00
	PO901049	NPS Student		080-6500-0-5100-00-5050-2100-650000-030-0000					1,716.75
								Sub total:	6,013.50
37	<37040535> Canceled	06/06/2019	CROWE, ROWENA						
	PV900394	MILEAGE/PERSONAL EXP REIMB		080-6500-0-5210-00-5050-2100-650000-030-0000				<	8.55 >
	PV900393	MILEAGE/PERSONAL EXP REIMB		080-6500-0-5210-00-5050-2100-650000-030-0000				<	5.61 >
	PV900392	MILEAGE/PERSONAL EXP REIMB		080-6500-0-5210-00-5050-2100-650000-030-0000				<	8.88 >
								Sub total:	< 23.04 >
37	37042783	06/04/2019	CSBA - CSB (6744)						
	PO980105	CSBA/ELA MEMBERSHIP 2019-20		010-0000-0-5300-00-0000-7100-071100-030-0000					14,894.00
	PO980106	GAMUT ONLINE/MANUAL MAINTENANC		010-0000-0-5830-00-0000-7100-071100-030-0000					6,330.00
								Sub total:	21,224.00
37	37042784	06/04/2019	CSEA						
	PV901078	DUES		010-0000-0-9945-00-0000-0000-000000-000-0000					136.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PV901078	DUES		010-0000-0-9945-00-0000-0000-000000-000-0000	12,101.01
				Sub total:	12,237.01
37	37042785	06/04/2019	CSEA CHAPTER #205		
	PV901079	DUES		010-0000-0-9945-00-0000-0000-000000-000-0000	534.00
				Sub total:	534.00
37	37042865	06/07/2019	CURRIE, KAREN		
	PO918047	F & P Conference		018-0000-0-5220-00-1110-1000-709099-023-0000	594.69
				Sub total:	594.69
37	37042786	06/04/2019	DANNIS WOLIVER KELLEY		
	PO980103	APRIL 2019	LEGAL BILLING	010-0000-0-5845-00-0000-7100-071200-030-0000	1,721.00
	PO980103	APRIL 2019	LEGAL BILLING	010-0000-0-5845-00-0000-7100-071200-030-0000	93.00
	PO980103	APRIL 2019	LEGAL BILLING	010-0000-0-5845-00-0000-7100-071200-030-0000	140.00
	PO980103	APRIL 2019	LEGAL BILLING	010-0000-0-5845-00-0000-7100-071200-030-0000	182.00
	PO980103	APRIL 2019	LEGAL BILLING	010-0000-0-5845-00-0000-7100-071200-030-0000	973.00
	PO980103	APRIL 2019	LEGAL BILLING	010-0000-0-5845-00-0000-7100-071200-030-0000	128.51
	PO980103	APRIL 2019	LEGAL BILLING	210-0000-0-5845-00-0000-8500-075000-070-0000	570.00
	PO980103	APRIL 2019	LEGAL BILLING	210-0000-0-5845-00-0000-8500-075000-070-0000	684.00
				Sub total:	4,491.51
37	37042787	06/04/2019	DE LAGE LANDEN		
	PO901096	LEASE FOR KONICA COPIER		010-0000-0-5622-00-0000-2100-041500-030-0000	135.70
	PO930042	LEASE FOR HR PRINTER		010-0000-0-5622-00-0000-7400-071300-030-0000	94.83
	PO901026	Copiers Lease		010-0000-0-5622-00-0000-7550-071800-030-0000	403.30
	PO901026	Copiers Lease		010-0000-0-5622-00-0000-7550-071800-030-0000	403.30
	PO901026	Copiers Lease		010-0000-0-5622-00-0000-7550-071800-030-0000	806.60
	PO901026	Copiers Lease		010-0000-0-5622-00-0000-7550-071800-030-0000	516.66
	PO901096	LEASE FOR KONICA COPIER		080-6500-0-5622-00-5050-2100-650000-030-0000	135.71
				Sub total:	2,496.10
37	37042961	06/18/2019	DE LAGE LANDEN		
	PO901140	LEASE FOR KONICA COPIER		010-0000-0-5622-00-0000-7300-071500-030-0000	201.65
	PO901140	LEASE FOR KONICA COPIER		010-0000-0-5622-00-0000-7400-071300-030-0000	201.65
	PO901026	Copiers Lease		010-0000-0-5622-00-0000-7550-071800-030-0000	403.30
	PO901026	Copiers Lease		010-0000-0-5622-00-0000-7550-071800-030-0000	403.30
	PO901026	Copiers Lease		010-0000-0-5622-00-0000-7550-071800-030-0000	403.30
	PO901026	Copiers Lease		010-0000-0-5622-00-0000-7550-071800-030-0000	888.35
	PO901026	Copiers Lease		010-0000-0-5622-00-0000-7550-071800-030-0000	403.30
				Sub total:	2,904.85
37	37042914	06/14/2019	DE LAGE LANDEN FINANCIAL SERV		
	PO901164	COPIER LEASE		080-3310-0-4310-00-5730-1110-331000-030-0000	153.69
				Sub total:	153.69
37	37042788	06/04/2019	DELTA DENTAL AB528		
	PV901072	HEALTH & WELFARE-CERTFD		010-0000-0-3401-00-0000-7600-083000-030-0000	107.99
				Sub total:	107.99
37	37043006	06/21/2019	DEPARTMENT OF JUSTICE		
	PO940130	DOJ FINGERPRINTING MONTHLY BIL		010-0000-0-5838-00-0000-7400-071300-030-0000	864.00
				Sub total:	864.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043027 PV901180	06/21/2019	DEWOLFE, DARYL CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-1000-739599-005-0000					3.81
								Sub total:	3.81
37	37042824 PO901127	06/07/2019	DJMJ ENTERPRISES PBIS BEHAVIOR REWARD PROGRAM	018-0000-0-4310-00-1110-1000-709099-026-0000					163.50
								Sub total:	163.50
37	37042915 PO901034	06/14/2019	ECOLAB PEST ELIM. DIV PEST CONTROL	010-0000-0-5530-00-0000-8200-075000-070-0000					1,825.76
								Sub total:	1,825.76
37	37043028 PV901181	06/21/2019	EILTS, SHARON CLASSROOM/OFFICE SUPPLIES	080-6520-0-4310-00-5750-1110-652000-030-0000					119.56
								Sub total:	119.56
37	37042808 PV901082	06/04/2019	ELWOOD, EVELINA CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-1000-739599-025-0000					37.92
								Sub total:	37.92
37	37042897 PV901115	06/11/2019	ELWOOD, EVELINA CLASSROOM/OFFICE SUPPLIES	060-9010-0-4310-00-1110-1000-901900-025-0000					50.35
								Sub total:	50.35
37	37043063 PO901063 PO901063	06/27/2019	FEDEX UNION BANK & CHEVRON PAYMT UNION BANK & CHEVRON PAYMT	010-0000-0-5910-00-0000-7300-071500-030-0000 050-8150-0-5910-00-0000-8100-810000-070-0000					28.57 6.97
								Sub total:	35.54
37	37043007 PO991720	06/21/2019	FERGUSON ENTERPRISES INC # 686 SUPPLIES	050-8150-0-4380-00-0000-8100-810000-070-0000					271.42
								Sub total:	271.42
37	37042825 PO912047	06/07/2019	FIRST STUDENT INC Bussing for Field Trip	018-0000-0-5800-00-1110-1000-709099-005-0000					1,577.43
								Sub total:	1,577.43
37	37042898 PV901117 PV901116	06/11/2019	FISCHER, STEPHANIE CLASSROOM/OFFICE SUPPLIES CLASSROOM/OFFICE SUPPLIES	060-9010-0-4310-00-0000-7490-900400-015-0000 060-9010-0-4310-00-0000-7490-900400-015-0000					35.05 234.06
								Sub total:	269.11
37	37042789 PO919076 PO919076	06/04/2019	FOLLETT SCHOOL SOLUTIONS INC LRC BOOK ORDER LRC BOOK ORDER	018-0000-0-4310-00-1110-1000-739599-025-0000 018-0000-0-4310-00-1110-1000-739599-025-0000					760.08 597.93
								Sub total:	1,358.01
37	37042880 PO912045 PO912045	06/11/2019	FOLLETT SCHOOL SOLUTIONS INC Library Books Library Books	018-0000-0-4200-00-1110-1000-709099-005-0000 018-0000-0-4200-00-1110-1000-709099-005-0000					128.33 5,823.73

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO912044	Library Books		018-0000-0-4200-00-1110-1000-709099-005-0000	121.60
	PO912044	Library Books		018-0000-0-4200-00-1110-1000-709099-005-0000	6,676.04
	PO912031	Library Books		018-0000-0-4200-00-1110-1000-709099-005-0000	4,600.14
	PO912034	New Library Books		018-0000-0-4200-00-1110-1000-709099-005-0000	220.71
	PO912034	New Library Books		060-9010-0-4200-00-1110-1000-902501-005-0000	54.73
	PO912034	New Library Books		060-9010-0-4200-00-1110-1000-902501-005-0000	684.18
				Sub total:	18,309.46
37	37042916	06/14/2019 FOLLETT SCHOOL SOLUTIONS INC			
	PO912048	Library Books		018-0000-0-4200-00-1110-1000-709099-005-0000	1,818.39
	PO912048	Library Books		018-0000-0-4200-00-1110-1000-709099-005-0000	12,942.43
				Sub total:	14,760.82
37	37042881	06/11/2019 FONG BROTHERS PRINTING INC			
	PO913044	Core Values Posters		010-0000-0-4310-00-1110-1000-018199-009-0000	638.74
				Sub total:	638.74
37	37042899	06/11/2019 FRANKE, DENISE			
	PV901118	CLASSROOM/OFFICE SUPPLIES		010-0000-0-4310-00-1110-1000-018199-025-0000	150.77
				Sub total:	150.77
37	37042826	06/07/2019 FRANKLIN COVEY CLIENT SALES			
	PO912042	Leader in Me Mateials		018-0000-0-4310-00-1110-1000-709099-005-0000	5,515.55
				Sub total:	5,515.55
37	37042962	06/18/2019 FRY'S ELECTRONICS INC			
	PO901011	Technology Purchases 2018-19		010-0000-0-4310-00-0000-7700-072300-030-0000	70.83
	PO901011	Technology Purchases 2018-19		010-0000-0-4310-00-0000-7700-072300-030-0000	116.54
				Sub total:	187.37
37	37042827	06/07/2019 G2SOLUTIONS INC			
	PO940128	DOJ TRANSMITIONS FOR MAY		010-0000-0-5838-00-0000-7400-071300-030-0000	20.25
				Sub total:	20.25
37	37042828	06/07/2019 GARDA CL WEST			
	PO901065	COURIER		130-5310-0-5830-00-0000-3700-531000-090-0000	132.03
				Sub total:	132.03
37	37042963	06/18/2019 GATEWAY LEARNING GROUP INC			
	PO901059	Behavior Services		080-6500-0-5100-00-5050-2100-650000-030-0000	760.50
	PO901059	Behavior Services		080-6500-0-5100-00-5050-2100-650000-030-0000	933.75
	PO901208	Contractor Services		080-6500-0-5830-00-5050-2100-650000-030-0000	8,507.25
	PO901208	Contractor Services		080-6500-0-5830-00-5050-2100-650000-030-0000	7,211.25
	PO901208	Contractor Services		080-6500-0-5830-00-5050-2100-650000-030-0000	6,387.00
	PO901208	Contractor Services		080-6500-0-5830-00-5050-2100-650000-030-0000	5,369.25
				Sub total:	29,169.00
37	37042829	06/07/2019 GEARY PACIFIC SUPPLY			
	PO991710	SUPPLIES		050-8150-0-4380-00-0000-8100-810000-070-0000	107.92
				Sub total:	107.92
37	37042964	06/18/2019 GEORGES FUEL AND AUTO REPAIR			
	PO991714	SUPPLIES		010-0000-0-4380-00-0000-8200-075000-070-0000	32.70
				Sub total:	32.70

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37042937 PV901135	06/14/2019	GEVER, STEEV CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-025-0000					32.11 Sub total: 32.11
37	37043029 PV901182	06/21/2019	GILSTEIN, BRYAN CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-025-0000					94.35 Sub total: 94.35
37	37042900 PV901119	06/11/2019	GLEIT, PHUONG MILEAGE/PERSONAL EXP REIMB	130-5310-0-5210-00-0000-3700-531000-090-0000					16.77 Sub total: 16.77
37	37042866 PV901096	06/07/2019	GONZALES, ALBERT R. CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-1000-709099-025-0000					57.42 Sub total: 57.42
37	37042981 PV901163 PV901162	06/18/2019	GOODE, KATHRYN CLASSROOM/OFFICE SUPPLIES CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-025-0000 060-9010-0-4310-00-1110-1000-904904-025-0000					268.95 124.13 Sub total: 393.08
37	37043030 PV901183	06/21/2019	GOODE, KATHRYN CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-1000-709099-025-0000					261.00 Sub total: 261.00
37	37043008 PV901174	06/21/2019	GOPHER SPORT CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-1000-739599-022-0000					2.79 Sub total: 2.79
37	37042790 PO919081 PO919081 PO919081 PO919081	06/04/2019	GRADUATIONSOURCE PROMOTION GOWNS PROMOTION GOWNS PROMOTION GOWNS PROMOTION GOWNS	010-0000-0-4310-00-1110-1000-018199-025-0000 010-0000-0-4310-00-1110-1000-018199-025-0000 010-0000-0-4310-00-1110-1000-018199-025-0000 010-0000-0-9512-00-0000-0000-000000-000-0000					404.50 330.57 3,673.00 330.57- Sub total: 4,077.50
37	37042830 PO991703 PO991703	06/07/2019	GRAINGER SUPPLIES SUPPLIES	010-0000-0-4380-00-0000-8200-075000-070-0000 010-0000-0-4380-00-0000-8200-075000-070-0000					367.08 18.97 Sub total: 386.05
37	37042965 PO991715	06/18/2019	GRAINGER SUPPLIES	050-8150-0-4380-00-0000-8100-810000-070-0000					21.12 Sub total: 21.12
37	37043064 PO913045	06/27/2019	HARDIE, WINNIE REIMB FOR HEINEMANN	010-0000-0-4200-00-1110-1000-018199-009-0000					325.13 Sub total: 325.13
37	37042882 PO901068	06/11/2019	HARRIS SCHOOL SOLUTIONS ONLINE PYMT TRANSACTION FEES	130-5310-0-5830-00-0000-3700-531000-090-0000					862.54 Sub total: 862.54

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37042883	06/11/2019	HEINEMANN						
	PO950103		books/reference	060-6300-0-4200-00-1110-1000-6300000-030-0000					3,891.86
	PO950103		books/reference	060-6300-0-4200-00-1110-1000-6300000-030-0000					28,590.35
	PO950103		books/reference	060-6300-0-4200-00-1110-1000-6300000-030-0000					23,307.76
	PO950102		books/reference	060-6300-0-4200-00-1110-1000-6300000-030-0000					10,911.60
	PO950102		books/reference	060-6300-0-4200-00-1110-1000-6300000-030-0000					3,913.06
	PO950100		books/reference	060-6300-0-4200-00-1110-1000-6300000-030-0000					32,668.61
	PO950100		books/reference	060-6300-0-4200-00-1110-1000-6300000-030-0000					13,366.61
	PO950098		books/reference	060-6300-0-4200-00-1110-1000-6300000-030-0000					68,691.74
	PO950098		books/reference	060-6300-0-4200-00-1110-1000-6300000-030-0000					38,994.70
	PO950098		books/reference	060-6300-0-4200-00-1110-1000-6300000-030-0000					6,523.65
	PO950097		books/reference	060-6300-0-4200-00-1110-1000-6300000-030-0000					38,844.38
	PO950097		books/reference	060-6300-0-4200-00-1110-1000-6300000-030-0000					6,523.65
	PO950097		books/reference	060-6300-0-4200-00-1110-1000-6300000-030-0000					58,381.05
	PO950096		books/reference	060-6300-0-4200-00-1110-1000-6300000-030-0000					33,680.36
	PO950096		books/reference	060-6300-0-4200-00-1110-1000-6300000-030-0000					23,147.53
	PO950096		books/reference	060-6300-0-4200-00-1110-1000-6300000-030-0000					2,609.47
	PO950101		books/texts	060-6300-0-4200-00-1110-1000-6300000-030-0000					3,914.19
	PO950101		books/texts	060-6300-0-4200-00-1110-1000-6300000-030-0000					41,182.57
	PO950101		books/texts	060-6300-0-4200-00-1110-1000-6300000-030-0000					4,513.88
								Sub total:	443,657.02
37	37042884	06/11/2019	HEINEMANN						
	PO950128		BOOKS & REFERENCE MATERIALS	060-6300-0-4200-00-1110-1000-6300000-030-0000					503.59
	PO950115		materials	060-6300-0-4200-00-1110-1000-6300000-030-0000					388.00
								Sub total:	891.59
37	37042831	06/07/2019	HILTON INN AT PENN						
	PO918040		ISTE Conference	018-0000-0-5220-00-1110-1000-709099-023-0000					3,117.84
								Sub total:	3,117.84
37	37043009	06/21/2019	HOME DEPOT CREDIT SERVICES						
	PO991723		SUPPLIES	050-8150-0-4380-00-0000-8100-810000-070-0000					176.30
								Sub total:	176.30
37	37042832	06/07/2019	HOUGHTON MIFFLIN HARCOURT						
	PO950124		licensing agreements	018-0000-0-5846-00-1110-1000-709000-030-0000					5,550.00
								Sub total:	5,550.00
37	37042917	06/14/2019	HOUGHTON MIFFLIN HARCOURT						
	PO950130		materials	018-0000-0-4310-00-1110-1000-709000-030-0000					336.16
	PO950129		materials	018-0000-0-4310-00-1110-1000-709000-030-0000					2,353.09
	PO950127		materials	018-0000-0-4310-00-1110-1000-709000-030-0000					3,718.64
	PO950125		materials	018-0000-0-4310-00-1110-1000-709000-030-0000					4,650.22
	PO950122		materials	018-0000-0-4310-00-1110-1000-709000-030-0000					4,708.80
	PO950121		materials	018-0000-0-4310-00-1110-1000-709000-030-0000					1,648.08
	PO950120		materials	018-0000-0-4310-00-1110-1000-709000-030-0000					1,506.82
	PO950119		materials	018-0000-0-4310-00-1110-1000-709000-030-0000					941.76
	PO950118		materials	018-0000-0-4310-00-1110-1000-709000-030-0000					1,506.82
								Sub total:	21,370.39

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37042833 PO991705	06/07/2019	HUBBARD, KELLY CONTRACTED SERVICE	018-0000-0-5830-00-0000-3600-723000-070-0000					450.00 Sub total: 450.00
37	37043065 PO991733	06/27/2019	HUBBARD, KELLY CONTRACTED SERVICES	018-0000-0-5830-00-0000-3600-723000-070-0000					225.00 Sub total: 225.00
37	37042834 PO901212 PO901212	06/07/2019	HYBRID COMMERCIAL PRINTING INC printing outsourced printing outsourced	018-0000-0-4350-00-1110-1000-739500-030-0000 018-0000-0-4350-00-1110-1000-739500-030-0000					1,497.66 790.25 Sub total: 2,287.91
37	<37040804> Canceled PV900478	06/06/2019	IGNACIO, MICHELLE MILEAGE/PERSONAL EXP REIMB	010-0000-0-5210-00-0000-2130-041500-030-0000				<	213.53 > Sub total: < 213.53 >
37	<37041677> Canceled PV900706 PV900703	06/06/2019	IGNACIO, MICHELLE MILEAGE/PERSONAL EXP REIMB MILEAGE/PERSONAL EXP REIMB	010-0000-0-5210-00-0000-2130-041500-030-0000 010-0000-0-5210-00-0000-2130-041500-030-0000				<	26.27 > 84.97 > Sub total: < 111.24 >
37	<37042273> Canceled PV900899	06/06/2019	IGNACIO, MICHELLE MILEAGE/PERSONAL EXP REIMB	010-0000-0-5210-00-0000-2130-041500-030-0000				<	37.99 > Sub total: < 37.99 >
37	37042809 PV901083 PV901083	06/04/2019	IGNACIO, MICHELLE CLASSROOM/OFFICE SUPPLIES CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-009-0000 060-9010-0-4310-00-0000-7490-900400-009-0000					30.24 39.88 Sub total: 70.12
37	37042901 PV901110 PV901109 PV901109 PV901109	06/11/2019	IGNACIO, MICHELLE MILEAGE/PERSONAL EXP REIMB MILEAGE/PERSONAL EXP REIMB MILEAGE/PERSONAL EXP REIMB MILEAGE/PERSONAL EXP REIMB	010-0000-0-5210-00-0000-2130-041500-030-0000 010-0000-0-5210-00-0000-2130-041500-030-0000 010-0000-0-5210-00-0000-2130-041500-030-0000 010-0000-0-5210-00-0000-2130-041500-030-0000					40.37 37.99 111.24 213.53 Sub total: 403.13
37	37042938 PV901136 PV901137	06/14/2019	JACOBSON, LINDSAY MILEAGE/PERSONAL EXP REIMB BOOKS & REFERENCE MATERIALS	010-0000-0-5210-00-0000-2130-041500-030-0000 018-0000-0-4200-00-1110-1000-739500-030-0000					64.32 145.42 Sub total: 209.74
37	37042982 PV901166 PV901164 PV901165	06/18/2019	JACOBSON, LINDSAY CLASSROOM/OFFICE SUPPLIES CONFERENCE EXPENSES CONFERENCE EXPENSES	018-0000-0-4310-00-1110-1000-739500-030-0000 018-0000-0-5220-00-1110-1000-709000-030-0000 018-0000-0-5220-00-1110-1000-709000-030-0000					146.07 401.50 105.24 Sub total: 652.81
37	37042867 PV901108	06/07/2019	JAO, KATY CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-1000-709099-026-0000					28.35 Sub total: 28.35

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37042885 PO960160	06/11/2019	JENNINGS, STEPHAN M Contractor-Psych Services	080-6500-0-5830-00-5050-2100-650000-030-0000					900.00 Sub total: 900.00
37	37042791 PO901008	06/04/2019	JIVE COMMUNICATIONS INC Monthly Interconnect VOIP Chrg	010-0000-0-5830-00-0000-7700-072300-030-0000					8,457.57 Sub total: 8,457.57
37	37042939 PV901138	06/14/2019	JOHNSON, DIANA CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-1000-739599-005-0000					246.56 Sub total: 246.56
37	37042792 PV901075 PV901075 PV901075	06/04/2019	KAISER FOUNDATION HEALTH PLAN RETIREE BENEFITS-CERTIFICATD RETIREE BENEFITS-CLASSIFIED MEDICAL INSURANCE	010-0000-0-3701-00-0000-7600-083000-030-0000 010-0000-0-3702-00-0000-7600-083000-030-0000 010-0000-0-9942-00-0000-0000-000000-000-0000					4,414.54 4,475.64 384,920.12 Sub total: 393,810.30
37	37043031 PV901184	06/21/2019	KAKAIO, SOLOMAN MILEAGE/PERSONAL EXP REIMB	010-0000-0-5210-00-0000-8200-075000-070-0000					144.39 Sub total: 144.39
37	37042966 PO991713 PO991713 PO991713	06/18/2019	KELLY MOORE PAINT CO INC SUPPLIES SUPPLIES SUPPLIES	050-8150-0-4380-00-0000-8100-810000-070-0000 050-8150-0-4380-00-0000-8100-810000-070-0000 050-8150-0-4380-00-0000-8100-810000-070-0000					40.69 96.23 36.66 Sub total: 173.58
37	37042810 PV901084	06/04/2019	KIM, REBECCA CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-1000-739599-080-0000					142.88 Sub total: 142.88
37	37043066 PV901197	06/27/2019	KINSMAN, CHARLES PARCEL TAXES	040-0000-0-8621-00-0000-0000-000000-000-0000					59.00 Sub total: 59.00
37	37042902 PV901120	06/11/2019	KUNZE, DIANA CLASSROOM/OFFICE SUPPLIES	060-9010-0-4310-00-0000-7490-900400-009-0000					85.22 Sub total: 85.22
37	37043067 PV901198	06/27/2019	LAPRISE, CAMILLE PARCEL TAXES	040-0000-0-8621-00-0000-0000-000000-000-0000					59.00 Sub total: 59.00
37	37043045 PV901193	06/25/2019	LARA, ALEJANDRA CLASSROOM/OFFICE SUPPLIES	080-6500-0-4310-00-5001-2100-650000-030-0187					27.25 Sub total: 27.25
37	37042940 PO913043	06/14/2019	LEE, ANITA Teacher and Staff recognition	060-9010-0-4310-00-0000-7490-900400-009-0000					532.53 Sub total: 532.53

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043068 PV901199	06/27/2019	LEE, CHIA KANG PARCEL TAXES	040-0000-0-8621-00-0000-0000-0000000-000-0000					59.00 Sub total: 59.00
37	37042941 PV901139	06/14/2019	LESEC, SHARON CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-025-0000					124.25 Sub total: 124.25
37	37042967 PO923112	06/18/2019	LEXISNEXIS RISK SOLUTIONS MONTHLY SUBSCRIPTION FEE	010-0000-0-5830-00-0000-3130-076200-030-0000					250.00 Sub total: 250.00
37	37042835 PO901041	06/07/2019	LIGHTHOUSE BLUE 2018-19 COMMUNICATION SERVICES	010-0000-0-5830-00-0000-7180-071400-030-0000					2,000.00 Sub total: 2,000.00
37	37042836 PV901089	06/07/2019	LIN, MELINDA ACCOUNTS PAYABLE	010-0000-0-9510-00-0000-0000-0000000-000-0000					69.26 Sub total: 69.26
37	37042983 PV901167	06/18/2019	LIN, YAYING MILEAGE/PERSONAL EXP REIMB	080-6500-0-5210-00-5050-2100-650000-030-0000					56.50 Sub total: 56.50
37	37042984 PV901168	06/18/2019	LITTLE, KENNA CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018101-025-0000					121.44 Sub total: 121.44
37	37043046 PO990067	06/25/2019	LOCKSEY, LAQUANTA LUNCH REFUND	130-5310-0-8634-00-0000-3700-531000-090-0000					7.00 Sub total: 7.00
37	37043069 PO991735 PO991735	06/27/2019	LOWE'S BUSINESS ACCOUNT SUPPLIES SUPPLIES	010-0000-0-4380-00-0000-8200-075000-070-0000 050-8150-0-4380-00-0000-8100-810000-070-0000					258.05 121.43 Sub total: 379.48
37	37042942 PV901141 PV901140	06/14/2019	LUBRANO, TARA CLASSROOM/OFFICE SUPPLIES CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-1000-739599-005-0000 018-0000-0-4310-00-1110-1000-739599-005-0000					164.75 184.18 Sub total: 348.93
37	37042985 PV901170 PV901169	06/18/2019	LUBRANO, TARA CLASSROOM/OFFICE SUPPLIES CLASSROOM/OFFICE SUPPLIES	060-9010-0-4310-00-0000-7490-900400-005-0000 060-9010-0-4310-00-0000-7490-900400-005-0000					187.15 259.61 Sub total: 446.76
37	37042943 PV901149	06/14/2019	LUGO SILVA, NANCY CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018101-005-0000					269.13 Sub total: 269.13

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043047 PO990068	06/25/2019	LUITZ, STEFFEN LUNCH REFUND	130-5310-0-8634-00-0000-3700-531000-090-0000					55.00 Sub total: 55.00
37	37042837 PO901048	06/07/2019	LUSTIG, DR STUART Child Psychiatrist	080-6500-0-5100-00-5050-2100-650000-030-0000					7,945.00 Sub total: 7,945.00
37	37043032 PV901185	06/21/2019	LYNCH ESPINOZA, COLLEEN CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-1000-709099-005-0000					78.70 Sub total: 78.70
37	37042986 PV901154	06/18/2019	Leon-Guerrero, Pamela ACCOUNTS PAYABLE	010-0000-0-9510-00-0000-0000-000000-000-0000					18.01 Sub total: 18.01
37	37042903 PV901121	06/11/2019	MACAYAN, JEANNE MILEAGE/PERSONAL EXP REIMB	130-5310-0-5210-00-0000-3700-531000-090-0000					138.39 Sub total: 138.39
37	37042918 PO901129	06/14/2019	MAILFINANCE POSTAGE METER LEASE	010-0000-0-5910-00-0000-7300-071500-030-0000					972.79 Sub total: 972.79
37	37042987 PV901171	06/18/2019	MANGAN, DEBRA MILEAGE/PERSONAL EXP REIMB	080-6500-0-5210-00-5050-2100-650000-030-0000					50.46 Sub total: 50.46
37	37042838 PO919080	06/07/2019	MARRIOTT MARQUIS SAN DIEGO MAR CONFERENCE HOTEL	018-0000-0-5220-00-1110-1000-709099-025-0000					5,970.56 Sub total: 5,970.56
37	37042868 PV901100	06/07/2019	MARTINEZ, CELIA CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-023-0000					109.28 Sub total: 109.28
37	37042904 PV901122	06/11/2019	MATHENIA, REBECCA CLASSROOM/OFFICE SUPPLIES	060-3010-0-4310-00-1110-1000-301000-022-0000					34.65 Sub total: 34.65
37	37042869 PV901097	06/07/2019	MATSUYAMA, VIVIAN MILEAGE/PERSONAL EXP REIMB	010-0000-0-5210-00-0000-2130-041500-030-0000					104.82 Sub total: 104.82
37	37042944 PV901142	06/14/2019	MATSUYAMA, VIVIAN MILEAGE/PERSONAL EXP REIMB	010-0000-0-5210-00-0000-2130-041500-030-0000					18.85 Sub total: 18.85
37	37042811 PV901085	06/04/2019	MAZARIEGOS, GLADYS MILEAGE/PERSONAL EXP REIMB	080-6500-0-5210-00-5050-2100-650000-030-0000					63.10 Sub total: 63.10

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37042919	06/14/2019	MEDICAL BILLING TECHNOLOGIES						
	PO901058		LEA billing Services	080-6500-0-5830-00-5050-2100-650000-030-0000					100.00
	PO901058		LEA billing Services	080-6500-0-5830-00-5050-2100-650000-030-0000					353.95
	PO901058		LEA billing Services	080-6500-0-5830-00-5050-2100-650000-030-0000					252.75
								Sub total:	706.70
37	37043010	06/21/2019	MEDICAL BILLING TECHNOLOGIES						
	PO901058		LEA billing Services	080-6500-0-5830-00-5050-2100-650000-030-0000					710.85
								Sub total:	710.85
37	37042920	06/14/2019	MEDISCAN STAFFING SERVICES INC						
	PO901116		Contractor- OT Services	080-6500-0-5100-00-5050-2100-650000-030-0000					16,986.75
								Sub total:	16,986.75
37	37042793	06/04/2019	MENDOZA, TERESA						
	PO901182		Contractor Services	080-6500-0-5100-00-5050-2100-650000-030-0000					13,588.00
								Sub total:	13,588.00
37	37042921	06/14/2019	MENDOZA, TERESA						
	PO901182		Contractor Services	080-6500-0-5100-00-5050-2100-650000-030-0000					1,896.00
								Sub total:	1,896.00
37	37042905	06/11/2019	MENICUCCI, MARISA						
	PV901123		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018101-005-0000					39.50
								Sub total:	39.50
37	37043048	06/25/2019	METEOR EDUCATION LLC						
	PO991598		FURNITURE	210-0000-0-4310-00-0000-8100-059400-030-0000					11,957.89
								Sub total:	11,957.89
37	37043070	06/27/2019	MEYERING, PATRICK						
	PV901200		PARCEL TAXES	040-0000-0-8621-00-0000-0000-000000-000-0000					59.00
								Sub total:	59.00
37	37043071	06/27/2019	MOBILE MODULAR MANAGEMENT CORP						
	PO901077		PORTABLE RENTAL	250-0000-0-5652-00-0000-8100-056300-009-0000					515.00
	PO901075		PORTABLE RENTAL	250-0000-0-5652-00-0000-8100-056400-011-0000					624.00
								Sub total:	1,139.00
37	37043033	06/21/2019	MUNOZ, JESUS						
	PV901186		MILEAGE/PERSONAL EXP REIMB	010-0000-0-5210-00-0000-8200-075000-070-0000					208.91
								Sub total:	208.91
37	37042945	06/14/2019	MURDOCK, PAM						
	PV901151		MILEAGE/PERSONAL EXP REIMB	010-0000-0-5210-00-0000-2420-045500-030-0000					57.74
								Sub total:	57.74
37	<37042945> Canceled	06/26/2019	MURDOCK, PAM						
	PV901151		MILEAGE/PERSONAL EXP REIMB	010-0000-0-5210-00-0000-2420-045500-030-0000				<	57.74 >
								Sub total: <	57.74 >

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37042886 PO991504	06/11/2019	MUSSON THEATRICAL EQUIP RENTAL	010-0000-0-5622-00-0000-8200-075000-070-0000					584.79 584.79
37	37043072 PO950132	06/27/2019	McLintock, Lorraine Conference registration	060-4035-0-5220-00-0000-2100-403500-065-0000					2,300.00 2,300.00
37	37043073 PV901201	06/27/2019	NAGANO, JAY PARCEL TAXES	040-0000-0-8621-00-0000-0000-000000-000-0000					59.00 59.00
37	37042870 PV901101	06/07/2019	NAKAMURA, JILL CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-0000-3130-076200-030-0000					30.44 30.44
37	37042839 PO991708	06/07/2019	NAPA AUTO PARTS SUPPLIES	018-0000-0-4360-00-0000-3600-723000-070-0000					155.46 155.46
37	37042887 PO901027	06/11/2019	NEOFUNDS POSTAGE AND SUPPLIES	010-0000-0-5910-00-0000-7300-071500-030-0000					2,000.00 2,000.00
37	37042922 PO901139	06/14/2019	NEW DISCOVERY TOURS LLC GreatAmericaTickets-8th Grade	010-0000-0-5800-00-1110-1000-018190-080-0000					6,086.00 6,086.00
37	37042794 PV901067	06/04/2019	NGUYEN, LAURRA PARCEL TAXES	040-0000-0-8621-00-0000-0000-000000-000-0000					59.00 59.00
37	37042923 PO901193	06/14/2019	NICOLE ANDERSON CONSULTING EQUITY LEADERSHIP PD SERVICES	010-0000-0-5830-00-0000-7100-071200-030-0000					1,000.00 1,000.00
37	37042812 PV901086	06/04/2019	NINKOVIC, JOVANKA CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-1000-739599-080-0000					274.71 274.71
37	37043074 PO990069	06/27/2019	NISHIKAWA, SUSAN LUNCH REFUND	130-5310-0-8634-00-0000-3700-531000-090-0000					44.60 44.60
37	37043075 PV901202	06/27/2019	NORDLOFF, MERLENE PARCEL TAXES	040-0000-0-8621-00-0000-0000-000000-000-0000					59.00 59.00
37	37043011 PO901124	06/21/2019	NORDVIK REFRIGERATION INC REFRIGERATION REPAIR	130-5310-0-5600-00-0000-3700-531000-090-0000					182.50 182.50

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37042840	06/07/2019	NWEA						
	PO950131		consultant for prof dev	018-0000-0-5825-00-1110-1000-709000-030-0000					500.00
								Sub total:	500.00
37	37042906	06/11/2019	OATES, CAMERON						
	PV901125		MILEAGE/PERSONAL EXP REIMB	010-0000-0-5210-00-0000-7400-071300-030-0000					20.11
	PV901124		MILEAGE/PERSONAL EXP REIMB	010-0000-0-5210-00-0000-7400-071300-030-0000					58.00
								Sub total:	78.11
37	37043076	06/27/2019	ODA, RALPH						
	PV901203		PARCEL TAXES	040-0000-0-8621-00-0000-0000-0000000-000-0000					59.00
								Sub total:	59.00
37	37042841	06/07/2019	OFFICE DEPOT						
	PO914003		OFFICE DEPOT	010-0000-0-4310-00-1110-1000-018199-011-0000					183.99
	PO914003		OFFICE DEPOT	010-0000-0-4310-00-1110-1000-018199-011-0000					231.90
	PO901073		OFFICE SUPPLIES	130-5310-0-4310-00-0000-3700-531000-090-0000					537.12
								Sub total:	953.01
37	37042842	06/07/2019	OFFICE DEPOT						
	PO901099		Classroom & Office Supplies	010-0000-0-4310-00-1110-1000-018199-080-0000					57.69
	PO901099		Classroom & Office Supplies	010-0000-0-4310-00-1110-1000-018199-080-0000					70.81
	PO901099		Classroom & Office Supplies	010-0000-0-4310-00-1110-1000-018199-080-0000					55.52
								Sub total:	184.02
37	37042924	06/14/2019	OFFICE DEPOT						
	PO901111		OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-025-0000					8.04
	PO901111		OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-025-0000					98.27
	PO901073		OFFICE SUPPLIES	130-5310-0-4310-00-0000-3700-531000-090-0000					325.88
	PO901073		OFFICE SUPPLIES	130-5310-0-4310-00-0000-3700-531000-090-0000					85.11
								Sub total:	517.30
37	37043077	06/27/2019	OFFICE DEPOT						
	PO901064		OFFICE SUPPLIES FOR BUSINESS	010-0000-0-4310-00-0000-7300-071500-030-0000					134.80
								Sub total:	134.80
37	37043078	06/27/2019	ORAM, PATSY						
	PV901204		PARCEL TAXES	040-0000-0-8621-00-0000-0000-0000000-000-0000					59.00
								Sub total:	59.00
37	37042988	06/18/2019	ORTEGA, DINA						
	PV901157		MILEAGE/PERSONAL EXP REIMB	010-0000-0-5210-00-0000-3160-062100-030-0000					38.86
								Sub total:	38.86
37	37042795	06/04/2019	OTC BRANDS INC						
	PO918049		KLAS Incentives	060-6010-0-4310-00-1110-1000-601000-023-0000					398.96
								Sub total:	398.96
37	37043079	06/27/2019	PACE SUPPLY CORP						
	PO991731		SUPPLIES	050-8150-0-4380-00-0000-8100-810000-070-0000					360.88
								Sub total:	360.88

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37042843	06/07/2019	PACIFIC GAS AND ELECTRIC						
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5522-00-0000-8200-075000-070-0000					5,789.88
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5522-00-0000-8200-075000-070-0000					3,184.01
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5522-00-0000-8200-075000-070-0000					5,806.39
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5522-00-0000-8200-075000-070-0000					1,765.04
			Sub total:						16,545.32
37	37042925	06/14/2019	PACIFIC GAS AND ELECTRIC						
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5524-00-0000-8200-075000-070-0000					281.19
	PO901038		TRANSPORTATION - PGE - CNG	018-0000-0-4360-00-0000-3600-723000-070-0000					2,499.63
			Sub total:						2,780.82
37	37043012	06/21/2019	PACIFIC GAS AND ELECTRIC						
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5522-00-0000-8200-075000-070-0000					6,990.58
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5522-00-0000-8200-075000-070-0000					7,258.23
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5522-00-0000-8200-075000-070-0000					3,214.90
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5522-00-0000-8200-075000-070-0000					12,803.54
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5522-00-0000-8200-075000-070-0000					6,880.59
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5524-00-0000-8200-075000-070-0000					150.86
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5524-00-0000-8200-075000-070-0000					408.20
			Sub total:						37,706.90
37	37043080	06/27/2019	PACIFIC GAS AND ELECTRIC						
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5522-00-0000-8200-075000-070-0000					6,563.15
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5522-00-0000-8200-075000-070-0000					5,580.71
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5524-00-0000-8200-075000-070-0000					191.78
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5524-00-0000-8200-075000-070-0000					28.14
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5524-00-0000-8200-075000-070-0000					95.32
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5524-00-0000-8200-075000-070-0000					149.56
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5524-00-0000-8200-075000-070-0000					40.34
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5524-00-0000-8200-075000-070-0000					1,176.66
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5524-00-0000-8200-075000-070-0000					244.62
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5524-00-0000-8200-075000-070-0000					359.53
	PO901056		UTILITIES - ELECTRICITY AND GA	010-0000-0-5524-00-0000-8200-075000-070-0000					205.71
			Sub total:						14,635.52
37	37042796	06/04/2019	PALACE						
	PO991551		FURNITURE	210-0000-0-4310-00-0000-8100-059400-030-0000					4,701.08
			Sub total:						4,701.08
37	37042926	06/14/2019	PALACE						
	PO991576		CLASSROOM/OFFICE SUPPLIES	210-0000-0-4310-00-0000-8100-059400-030-0000					9,869.52
			Sub total:						9,869.52
37	37042844	06/07/2019	PALACE BUSINESS SOLUTIONS						
	PO991612		CLASSROOM OFFICE SUPPLIES	210-0000-0-4310-00-0000-8100-059400-030-0000					8,601.35
			Sub total:						8,601.35
37	37042946	06/14/2019	PANOSIAN, ERIC						
	PO915066		End of year staff luncheon	060-9010-0-4310-00-0000-7490-900400-015-0000					600.00
			Sub total:						600.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal	Func	CstCtr	Ste	Mngr	Expenditure
37	37043081 PV901205	06/27/2019	PERLAS, ZENaida PARCEL TAXES	040-0000-0-8621-00-0000-0000-0000000-000-0000							59.00 59.00
37	37042845 PO918048	06/07/2019	PERMA BOUND BOOKS Library Books	018-0000-0-4310-00-1110-1000-739599-023-0000							849.04 849.04
37	37043013 PV901175	06/21/2019	PERMA BOUND BOOKS CLASSROOM/OFFICE SUPPLIES	060-9010-0-4310-00-1110-1000-902500-023-0000							117.48 117.48
37	37042871 PV901098	06/07/2019	PHAM, HANH-NHI CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018101-023-0000							51.04 51.04
37	37042846 PO991706	06/07/2019	PINE CONE LUMBER SUPPLIES	050-8150-0-4380-00-0000-8100-810000-070-0000							65.26 65.26
37	37043014 PO980109 PO980109	06/21/2019	PINEPRESS DIST BRIDGE ENG. & SPANISH DIST BRIDGE ENG. & SPANISH	010-0000-0-5830-00-0000-7180-071400-030-0000 010-0000-0-5830-00-0000-7180-071400-030-0000							1,336.80 15,933.91 17,270.71
37	37042813 PV901087	06/04/2019	PIPES ZAPIEN, RACHEL CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-025-0000							43.90 43.90
37	37042847 PO912041	06/07/2019	PIQE Parent Engagement	060-3010-0-5800-00-1110-1000-301099-005-0000							5,500.00 5,500.00
37	37043082 PO950133	06/27/2019	PIQE contracted svcs parent ed	060-4203-0-5830-00-0000-2100-420300-030-0000							5,500.00 5,500.00
37	37043034 PV901187	06/21/2019	POSTON, CHARISSE CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-1000-709099-025-0000							260.56 260.56
37	37042927 PO960143	06/14/2019	POWERSCHOOL GROUP LLC Registration Fee	010-0000-0-5220-00-0000-2100-043800-030-0000							2,200.00 2,200.00
37	37042848 PO901033 PO901033 PO901033	06/07/2019	PREMIER RECYCLE COMPANY DISPOSAL SERVICE DISPOSAL SERVICE DISPOSAL SERVICE	010-0000-0-5515-00-0000-8200-075000-070-0000 010-0000-0-5515-00-0000-8200-075000-070-0000 010-0000-0-5515-00-0000-8200-075000-070-0000							679.45 679.45 679.45 2,038.35

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043083	06/27/2019	PREMIER RECYCLE COMPANY						
	PO991729		DISPOSAL SERVICES	010-0000-0-5515-00-0000-8200-075000-070-0000					496.93
	PO991729		DISPOSAL SERVICES	010-0000-0-5515-00-0000-8200-075000-070-0000					1,358.90
	PO991729		DISPOSAL SERVICES	010-0000-0-5515-00-0000-8200-075000-070-0000					679.45
			Sub total:						2,535.28
37	37042968	06/18/2019	PSYCHED SERVICES						
	PO960165		Psychologist Services	080-6500-0-5830-00-5050-2100-650000-030-0000					9,142.08
			Sub total:						9,142.08
37	37042888	06/11/2019	QBS INC						
	PO960161		Safety Care Training	010-0000-0-4310-00-0000-2100-043800-030-0000					88.00
			Sub total:						88.00
37	37042849	06/07/2019	QUILL CORPORATION						
	PO901095		Office Supplies	010-0000-0-4310-00-1110-1000-018199-009-0000					186.43
	PO901095		Office Supplies	010-0000-0-4310-00-1110-1000-018199-009-0000					17.89
	PO901095		Office Supplies	010-0000-0-4310-00-1110-1000-018199-009-0000					13.17
			Sub total:						217.49
37	37042928	06/14/2019	QUILL CORPORATION						
	PO901000		supplies	010-0000-0-4310-00-0000-2100-041500-030-0000					241.43
	PO901000		supplies	010-0000-0-4310-00-0000-2100-041500-030-0000					51.21
	PO901000		supplies	010-0000-0-4310-00-0000-2100-041500-030-0000					151.96
	PV901129		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-009-0000					108.88
			Sub total:						553.48
37	37043015	06/21/2019	QUILL CORPORATION						
	PO901000		supplies	010-0000-0-4310-00-0000-2100-041500-030-0000					19.61
	PO901000		supplies	010-0000-0-4310-00-0000-2100-041500-030-0000					283.11
	PO901000		supplies	010-0000-0-4310-00-0000-2100-041500-030-0000					334.37
	PO901000		supplies	010-0000-0-4310-00-0000-2100-041500-030-0000					39.98
			Sub total:						677.07
37	37042872	06/07/2019	RAMOS, MAGDA						
	PV901099		CLASSROOM/OFFICE SUPPLIES	060-9010-0-4310-00-0000-7490-900400-015-0000					76.50
			Sub total:						76.50
37	37042907	06/11/2019	RAMOS, MAGDA						
	PV901126		CLASSROOM/OFFICE SUPPLIES	060-9010-0-4310-00-0000-7490-900400-015-0000					54.33
			Sub total:						54.33
37	37043016	06/21/2019	READYREFRESH						
	PO991718		DRINKING WATER	250-0000-0-5622-00-0000-8100-056300-009-0000					23.24
			Sub total:						23.24
37	37043084	06/27/2019	READYREFRESH						
	PO991737		DRINKING WATER	210-0000-0-5622-00-0000-8100-054400-005-0000					10.88
	PO991736		DRINKING WATER	210-0000-0-5622-00-0000-8100-054400-005-0000					63.88
			Sub total:						74.76

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37042850 PO991709	06/07/2019	REFRIGERATION SUPPLIES DIST SUPPLIES	050-8150-0-4380-00-0000-8100-810000-070-0000					834.94 834.94
37	37042851 PO991702	06/07/2019	RFI ENTERPRISES INC CONTRACTED SERVICES - REPAIR	050-8150-0-5675-00-0000-8100-810000-070-0000					556.10 556.10
37	37042969 PO991712	06/18/2019	RFI ENTERPRISES INC CONTACTED SERVICES - REPAIRS	050-8150-0-5675-00-0000-8100-810000-070-0000					498.00 498.00
37	37042797 PO901206	06/04/2019	RO HEALTH INC Contracted Services	080-6500-0-5830-00-5050-2100-650000-030-0000					3,415.50 3,415.50
37	37042970 PO901206 PO901206	06/18/2019	RO HEALTH INC Contracted Services Contracted Services	080-6500-0-5830-00-5050-2100-650000-030-0000 080-6500-0-5830-00-5050-2100-650000-030-0000					3,308.32 2,967.00 6,275.32
37	37043085 PO901196	06/27/2019	RO HEALTH INC Contracted Services	080-6500-0-5830-00-5050-2100-650000-030-0000					2,503.32 2,503.32
37	37043035 PV901189 PV901188	06/21/2019	ROUSE, KATHY CLASSROOM/OFFICE SUPPLIES MAINT/OPERATIONS SUPPLIES	010-0000-0-4310-00-0000-8200-075000-070-0000 010-0000-0-4380-00-0000-8200-075000-070-0000					10.67 10.89 21.56
37	37043086 PO991728	06/27/2019	RUSSELL SIGLER INC SUPPLIES	050-8150-0-4380-00-0000-8100-810000-070-0000					172.22 172.22
37	37042989 PV901155	06/18/2019	Reitmeier, Erin ACCOUNTS PAYABLE	010-0000-0-9510-00-0000-0000-000000-000-0000					58.14 58.14
37	37042990 PV901172	06/18/2019	SAENGPET, PATIMA MILEAGE/PERSONAL EXP REIMB	080-6500-0-5210-00-5050-2100-650000-030-0000					27.72 27.72
37	37042971 PO960163	06/18/2019	SANCHEZ MORALES, BRIANA Transportation Reimbursement	010-0000-0-5865-00-0000-3600-043800-030-0000					1,272.98 1,272.98
37	37042852 PO940129	06/07/2019	SANTA CLARA COE BUSINESS CARDS	010-0000-0-4310-00-0000-7400-071300-030-0000					9.81 9.81
37	37043017 PO901207	06/21/2019	SANTA CLARA COE Contracted Interpretation	080-6500-0-5830-00-5050-2100-650000-030-0000					1,106.70

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO901207	Contracted Interpretation		080-6500-0-5830-00-5050-2100-650000-030-0000	2,044.64
	PO901207	Contracted Interpretation		080-6500-0-5830-00-5050-2100-650000-030-0000	1,635.70
	PO901207	Contracted Interpretation		080-6500-0-5830-00-5050-2100-650000-030-0000	1,497.40
	PO901195	Contracted Services		080-6500-0-5830-00-5050-2100-650000-030-0000	299.14
	PO901195	Contracted Services		080-6500-0-5830-00-5050-2100-650000-030-0000	302.26
				Sub total:	6,885.84
37	37043049	06/25/2019 SANTA CLARA COE			
	PO960167	Translations		080-6500-0-5830-00-5050-2100-650000-030-0000	794.55
	PO960167	Translations		080-6500-0-5830-00-5050-2100-650000-030-0000	901.56
				Sub total:	1,696.11
37	37042889	06/11/2019 SANTA CLARA UNIFIED SCHOOL DIS			
	PO901202	Transportation to RW on 6/4/19		010-0000-0-5800-00-1110-1000-018190-080-0000	2,018.25
				Sub total:	2,018.25
37	37042991	06/18/2019 SARNA, CAMILLE			
	PV901173	MILEAGE/PERSONAL EXP REIMB		080-6500-0-5210-00-5050-2100-650000-030-0000	71.34
				Sub total:	71.34
37	37042890	06/11/2019 SEGALL, KIM B			
	PO901211	Intern		080-6500-0-5830-00-5050-2100-650000-030-0000	300.00
	PO901050	Psychologist Intern		080-6500-0-5830-00-5050-2100-650000-030-0000	1,400.00
				Sub total:	1,700.00
37	37042873	06/07/2019 SHAHIN, NABIL			
	PO923099	Reimbursement for ELA books		018-0000-0-4200-00-1110-1000-739599-080-0000	480.20
				Sub total:	480.20
37	37042947	06/14/2019 SHAHIN, NABIL			
	PV901143	CONFERENCE EXPENSES		010-0000-0-5220-00-0000-7400-071300-030-0000	139.12
	PV901153	CLASSROOM/OFFICE SUPPLIES		018-0000-0-4310-00-1110-1000-709099-080-0000	275.37
	PV901152	CLASSROOM/OFFICE SUPPLIES		018-0000-0-4310-00-1110-1000-709099-080-0000	85.74
	PO923100	Reimbursement for SpEd & Drama		018-0000-0-4310-00-1110-1000-709099-080-0000	335.08
	PO923108	Reimbursement-SoundEquipment		018-0000-0-4310-00-1110-1000-709099-080-0000	1,186.99
	PV901144	CLASSROOM/OFFICE SUPPLIES		060-9010-0-4310-00-1110-1000-900400-080-0000	293.47
				Sub total:	2,315.77
37	37043018	06/21/2019 SHRED-IT USA			
	PO901108	SHREDDING SERVICES		010-0000-0-5830-00-0000-7300-071500-030-0000	598.26
				Sub total:	598.26
37	37042972	06/18/2019 SODEXO INC & AFFILIATES			
	PO901194	ECOLAB/SODEXO		130-5310-0-5830-00-0000-3700-531000-090-0000	1,130.71
	PO901117	SODEXO FIXED PRICE 2018-2019		130-5310-0-5830-00-0000-3700-531000-090-0000	147,075.42
				Sub total:	148,206.13
37	37043087	06/27/2019 SOUND AND SIGNAL INC			
	PO901185	CONTRACTED SERVICE		010-0000-0-5830-00-0000-8200-075000-070-0000	70.00
	PO901185	CONTRACTED SERVICE		010-0000-0-5830-00-0000-8200-075000-070-0000	70.00
	PO901185	CONTRACTED SERVICE		010-0000-0-5830-00-0000-8200-075000-070-0000	70.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO901185	06/14/2019	CONTRACTED SERVICE	010-0000-0-5830-00-0000-8200-075000-070-0000	628.00
	PO901185	06/14/2019	CONTRACTED SERVICE	010-0000-0-5830-00-0000-8200-075000-070-0000	175.00
	PO901185	06/14/2019	CONTRACTED SERVICE	010-0000-0-5830-00-0000-8200-075000-070-0000	70.00
	PO991734	06/14/2019	CONTRACTED SERVICE	050-8150-0-5830-00-0000-8100-810000-070-0000	210.00
			Sub total:		1,293.00
37	37042948	06/14/2019	ST MARIE, TERRY		
	PO929004	06/14/2019	ONLINE CLASS AT UCSC	120-6127-0-5220-00-0001-1000-612700-030-0000	510.00
			Sub total:		510.00
37	37042798	06/04/2019	STANDARD INSURANCE COMPANY		
	PV901073	06/04/2019	OTHER INSURANCE	010-0000-0-9944-00-0000-0000-000000-000-0000	2,909.44
			Sub total:		2,909.44
37	37043050	06/25/2019	STAPLES BUSINESS CREDIT		
	PO901109	06/25/2019	OFFICE SUPPLIES 10 KITCHENS	130-5310-0-4310-00-0000-3700-531000-090-0000	84.33
			Sub total:		84.33
37	37042853	06/07/2019	STAR ELEVATOR INC		
	PO991704	06/07/2019	CONTRACTED SERVICES - REPAIRS	050-8150-0-5675-00-0000-8100-810000-070-0000	980.00
	PO991704	06/07/2019	CONTRACTED SERVICES - REPAIRS	050-8150-0-5675-00-0000-8100-810000-070-0000	980.00
			Sub total:		1,960.00
37	37042854	06/07/2019	STUDIO EM GRAPHIC DESIGN		
	PO980107	06/07/2019	SPRING MAILER DESIGN	010-0000-0-5830-00-0000-7180-071400-030-0000	381.50
			Sub total:		381.50
37	37042973	06/18/2019	STUDIO EM GRAPHIC DESIGN		
	PO980108	06/18/2019	SUMMER 2019 SPANISH MAILER	010-0000-0-5830-00-0000-7180-071400-030-0000	218.00
			Sub total:		218.00
37	37042929	06/14/2019	SUMMIT PUBLIC SCHOOLS: DENALI		
	PV901148	06/14/2019	CHARTER IN LIEU TAX	010-0000-0-8096-00-0000-0000-000000-000-0000	64,068.32
			Sub total:		64,068.32
37	37042799	06/04/2019	SUNNYVALE ROTARY CLUB		
	PO980104	06/04/2019	PICARD/WILSON MAY 2019 MTGS	010-0000-0-5220-00-0000-7100-071200-030-0000	40.00
	PO980104	06/04/2019	PICARD/WILSON MAY 2019 MTGS	010-0000-0-5220-00-0000-7100-071200-030-0000	90.00
			Sub total:		130.00
37	37042855	06/07/2019	SUNNYVALE SCHOOL DISTRICT		
	PO901199	06/07/2019	WIRE TRANSFER FEE	130-5310-0-5822-00-0000-3700-531000-090-0000	3,692.78
			Sub total:		3,692.78
37	37042930	06/14/2019	SUNNYVALE SCHOOL DISTRICT		
	PO901199	06/14/2019	WIRE TRANSFER FEE	130-5310-0-5822-00-0000-3700-531000-090-0000	2,135.36
			Sub total:		2,135.36
37	37043038	06/25/2019	SUNNYVALE SCHOOL DISTRICT		
	RC900104	06/25/2019	CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-0000-2100-041500-030-0000	55.75
	RC900104	06/25/2019	CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-0000-7100-071200-030-0000	162.79

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
	RC900104		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-0000-7400-071300-030-0000					120.00
	RC900104		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-005-0000					70.85
	RC900104		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-009-0000					56.11
	RC900104		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-011-0000					93.81
	RC900104		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-015-0000					134.18
	RC900104		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-022-0000					63.93
	RC900104		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-023-0000					101.82
	RC900104		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-025-0000					169.04
	RC900104		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-026-0000					115.10
	RC900104		BANK FEES	010-0000-0-5822-00-0000-7300-071500-030-0000					2,450.70
	RC900104		CLASSROOM/OFFICE SUPPLIES	050-8150-0-4310-00-0000-8100-810000-070-0000					298.15
	RC900104		CLASSROOM/OFFICE SUPPLIES	080-6500-0-4310-00-5050-2100-650000-030-0000					65.25
	RC900104		FOOD/CLASSROOM	130-5310-0-4700-00-0000-3700-531000-090-0000					1,633.81
								Sub total:	5,591.29
37	37042814	06/04/2019	SWAN, GIGI						
	PV901088		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-025-0000					17.42
								Sub total:	17.42
37	37043088	06/27/2019	TADDEY, MARILYN						
	PV901206		PARCEL TAXES	040-0000-0-8621-00-0000-0000-000000-000-0000					59.00
								Sub total:	59.00
37	37042800	06/04/2019	TAX DEFERRED SOLUTIONS						
	PV901064		MISCELLANEOUS DEDUCTIONS	010-0000-0-9946-00-0000-0000-000000-000-0000					195.00
								Sub total:	195.00
37	37043019	06/21/2019	TEACHERS COLLEGE READING AND						
	PO917058		LCAP 3.4- Registration for 2	018-0000-0-5220-00-1110-1000-709099-022-0000					1,700.00
								Sub total:	1,700.00
37	37042801	06/04/2019	TECHNOLOGY CREDIT UNION						
	PV901080		VOLUNTARY DEDUCTIONS	010-0000-0-9950-00-0000-0000-000000-000-0000					9,151.14
								Sub total:	9,151.14
37	37042802	06/04/2019	TEXAS LIFE INSURANCE COMPANY						
	PV901069		LIFE INSURANCE	010-0000-0-9943-00-0000-0000-000000-000-0000					3,354.33
								Sub total:	3,354.33
37	37042803	06/04/2019	THE STANDARD						
	PV901066		LIFE INSURANCE	010-0000-0-9943-00-0000-0000-000000-000-0000					1,108.05
	PV901066		OTHER INSURANCE	010-0000-0-9944-00-0000-0000-000000-000-0000					7,083.74
								Sub total:	8,191.79
37	37043020	06/21/2019	THYSSENKRUPP ELEVATOR						
	PO991722		CONTRACTED SERVICE	050-8150-0-5830-00-0000-8100-810000-070-0000					500.00
								Sub total:	500.00
37	37042874	06/07/2019	TITUS, TERESA						
	PV901103		CLASSROOM/OFFICE SUPPLIES	060-6010-0-4310-00-1110-1000-601000-030-0000					296.85
	PV901102		CLASSROOM/OFFICE SUPPLIES	060-6010-0-4310-00-1110-1000-601000-030-0000					129.82
								Sub total:	426.67

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043036 PV901190	06/21/2019	TORRES, JESUS MILEAGE/PERSONAL EXP REIMB	010-0000-0-5210-00-0000-8200-075000-070-0000					232.12 Sub total: 232.12
37	37042804 PV901070 PV901070 PV901070	06/04/2019	TRUSTMARK INSURANCE COMPANY RETIREE BENEFITS-CERTIFICATD RETIREE BENEFITS-CLASSIFIED LIFE INSURANCE	010-0000-0-3701-00-0000-7600-083000-030-0000 010-0000-0-3702-00-0000-7600-083000-030-0000 010-0000-0-9943-00-0000-0000-000000-000-0000					15.21 10.53 7,178.85 Sub total: 7,204.59
37	37042805 PV901074 PV901074	06/04/2019	TRUSTMARK VOL BENEFITS ADMIN MEDICAL INSURANCE LIFE INSURANCE	010-0000-0-9942-00-0000-0000-000000-000-0000 010-0000-0-9943-00-0000-0000-000000-000-0000					181.13 616.41 Sub total: 797.54
37	37042856 PO901138	06/07/2019	TUTOR CORPS Tutoring Services	080-6500-0-5830-00-5050-2100-650000-030-0000					1,240.00 Sub total: 1,240.00
37	37042931 PO901138	06/14/2019	TUTOR CORPS Tutoring Services	080-6500-0-5830-00-5050-2100-650000-030-0000					130.00 Sub total: 130.00
37	37043021 PO901138	06/21/2019	TUTOR CORPS Tutoring Services	080-6500-0-5830-00-5050-2100-650000-030-0000					1,610.00 Sub total: 1,610.00
37	37042932 PO930049 PO930049 PO930049 PO930049 PO930049 PO930049 PO930049 PO930049 PO930049 PO930049 PO930049 PO930049	06/14/2019	UNION BANK- 650349 CONSOLIDATED CREDIT CARD PYMT CONSOLIDATED CREDIT CARD PYMT CONSOLIDATED CREDIT CARD PYMT CONSOLIDATED CREDIT CARD PYMT CONSOLIDATED CREDIT CARD PYMT CONSOLIDATED CREDIT CARD PYMT CONSOLIDATED CREDIT CARD PYMT CONSOLIDATED CREDIT CARD PYMT CONSOLIDATED CREDIT CARD PYMT CONSOLIDATED CREDIT CARD PYMT CONSOLIDATED CREDIT CARD PYMT CONSOLIDATED CREDIT CARD PYMT	010-0000-0-4359-00-0000-7300-071500-030-0000 010-0000-0-4359-00-0000-7300-071500-030-0000 010-0000-0-4359-00-0000-7300-071500-030-0000 010-0000-0-4359-00-0000-7300-071500-030-0000 010-0000-0-4359-00-0000-7300-071500-030-0000 010-0000-0-4359-00-0000-7300-071500-030-0000 010-0000-0-4359-00-0000-7300-071500-030-0000 010-0000-0-4359-00-0000-7300-071500-030-0000 010-0000-0-4359-00-0000-7300-071500-030-0000 010-0000-0-4359-00-0000-7300-071500-030-0000 010-0000-0-9512-00-0000-0000-000000-000-0000 010-0000-0-9512-00-0000-0000-000000-000-0000					1,279.29 944.81 742.25 66.80 7.20 79.97 550.34 1,422.62 102.11 255.39 66.80- 7.20- Sub total: 5,376.78
37	37042974 PO901152 PO901152 PO901152	06/18/2019	USS CAL BUILDERS INC IMPROVEMENT OF BUILDINGS IMPROVEMENT OF BUILDINGS IMPROVEMENT OF BUILDINGS	210-0000-0-6270-00-0000-8500-054400-005-0000 210-0000-0-6270-00-0000-8500-054400-005-0000 210-0000-0-6270-00-0000-8500-054400-005-0000					24,738.01 123,144.14 53,476.94 Sub total: 201,359.09
37	37042908 PV901127	06/11/2019	VALDOVINOS, ANTHONY CLASSROOM/OFFICE SUPPLIES	060-9010-0-4310-00-1110-1000-901900-025-0000					59.77 Sub total: 59.77

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37042806 PV901068	06/04/2019	VALENCIA, RAMON PARCEL TAXES	040-0000-0-8621-00-0000-0000-0000000-000-0000					59.00 Sub total: 59.00
37	37043089 PO980111	06/27/2019	VALLE, ELIZABETH SPANISH DIST BRIDGE/DIGEST JUN	010-0000-0-5830-00-0000-7180-071400-030-0000					600.00 Sub total: 600.00
37	37042909 PV901128 PV901128	06/11/2019	VAN MOUWERIK, LINDA CLASSROOM/OFFICE SUPPLIES CLASSROOM/OFFICE SUPPLIES	080-6500-0-4310-00-5770-1110-650000-030-0000 120-6127-0-4310-00-0001-1000-612700-030-0000					11.99 76.29 Sub total: 88.28
37	37042949 PV901145	06/14/2019	WALCH, MARIVIC CLASSROOM/OFFICE SUPPLIES	018-0000-0-4310-00-1110-1000-739599-005-0000					57.35 Sub total: 57.35
37	37042933 PO990063	06/14/2019	WANG, LIYAN LUNCH REFUND	130-5310-0-8634-00-0000-3700-531000-090-0000					308.75 Sub total: 308.75
37	37042950 PV901146	06/14/2019	WEE, ANNALEE MILEAGE/PERSONAL EXP REIMB	010-0000-0-5210-00-0000-7100-071200-030-0000					23.78 Sub total: 23.78
37	37042891 PO901037 PO901037 PO901037	06/11/2019	WEX BANK SUPPLIES - FUEL SUPPLIES - FUEL SUPPLIES - FUEL	010-0000-0-4380-00-0000-8200-075000-070-0000 018-0000-0-4360-00-0000-3600-723000-070-0000 050-8150-0-4380-00-0000-8100-810000-070-0000					835.69 557.13 1,392.82 Sub total: 2,785.64
37	37042951 PV901147	06/14/2019	WILLHALM, HEATHER CONFERENCE EXPENSES	018-0000-0-5220-00-1110-1000-709000-030-0000					100.00 Sub total: 100.00
37	<37040490> Canceled PV900380	06/06/2019	WONG, JANETTE CLASSROOM/OFFICE SUPPLIES	060-6010-0-4310-00-1110-1000-601000-026-0000				<	21.85 > Sub total: < 21.85 >
37	37042975 PO991711	06/18/2019	WOWZY CREATION CORP CONTRACTED SERVICE	010-0000-0-5830-00-0000-8200-075000-070-0000					28.49 Sub total: 28.49
37	37043037 PV901192	06/21/2019	WU LI, SILVIA MILEAGE/PERSONAL EXP REIMB	080-6500-0-5210-00-5050-2100-650000-030-0000					11.31 Sub total: 11.31
37	37042892 PO960162 PO960162	06/11/2019	YELLOW CHECKER CAB COMPANY INC Transportation Transportation	018-0000-0-5830-00-5001-3600-724000-030-0000 018-0000-0-5830-00-5001-3600-724000-030-0000					900.00 335.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
	P0960162	Transportation		018-0000-0-5830-00-5001-3600-724000-030-0000					485.00
	P0960162	Transportation		018-0000-0-5830-00-5001-3600-724000-030-0000					560.00
	P0960162	Transportation		018-0000-0-5830-00-5001-3600-724000-030-0000					900.00
								Sub total:	3,180.00
37	37043051	06/25/2019	YELLOW CHECKER CAB COMPANY INC						
	P0960166	Transportation		018-0000-0-5830-00-5001-3600-724000-030-0000					1,000.00
	P0960166	Transportation		018-0000-0-5830-00-5001-3600-724000-030-0000					720.00
	P0960166	Transportation		018-0000-0-5830-00-5001-3600-724000-030-0000					165.00
	P0960166	Transportation		018-0000-0-5830-00-5001-3600-724000-030-0000					700.00
	P0960166	Transportation		018-0000-0-5830-00-5001-3600-724000-030-0000					270.00
								Sub total:	2,855.00
37	37043052	06/25/2019	YMCA OF SILICON VALLEY						
	P0940132	MONTHLY ELEMENTARY PE - YMCA		010-0000-0-5100-00-1110-1000-012900-030-0000					1,174.95
	P0940132	MONTHLY ELEMENTARY PE - YMCA		010-0000-0-5100-00-1110-1000-012900-030-0000					7,099.63
								Sub total:	8,274.58
Total Warrants Issued:									2,625,024.66
Total Warrants Canceled:									3,555.39
Total Warrants (Issued - Canceled):									2,621,469.27



Sunnyvale SD

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

N.4. Approval of Purchase Orders and Warrants July 2019 (van Gogh)

Type:

Consent

Description:

The purchase order report and board warrant approval list are attached.

Recommended Motion:

The Superintendent recommends that the Board of Education approve the following:

For Fiscal Year 2019-2020

Purchase Orders in the total amount of:

- \$5,000,648.17 per County Report #POX600, covering the period July 1, 2019 through July 31, 2019

Warrants in the total amount of:

- \$3,231,191.34 per County Report #WARBRDSC, covering the period July 1, 2019 through July 31, 2019

Attachments:

1. PO Board Report for July 2019
2. Board Warrant Approval List for July 2019

010 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
10084	95 PERCENT GROUP INC	Dyslexia program	57,700.00	SPECIAL EDUCATION DEPARTMENT
10079	AMERICAN FIDELITY	RENEWAL SERVICES	15,000.00	BUSINESS SERVICES DEPARTMENT
80003	ASBO INTERNATIONAL	PICARD MEMBERSHIP DUES	230.00	SUPERINTENDENT
91018	AT & T CORP	AT&T LD 9391050435	162,000.00	TECHNOLOGY DEPARTMENT
91020	AT & T CORP	ATT LD 9391052-052	15,600.00	TECHNOLOGY DEPARTMENT
10033	BAY COUNTIES SMART	DISPOSAL	5,500.00	OPERATIONS
80005	BLACKBOARD INC	MOBILE APP/WEBSITE PLATFORM	29,310.55	BUSINESS SERVICES DEPARTMENT
60009	BULK OFFICE SUPPLY	Office Supplies	1,299.34	SPECIAL EDUCATION DEPARTMENT
91039	CALIFORNIA JANITORIAL SUPPLY	SUPPLIES	4,229.09	OPERATIONS
91049	CALIFORNIA JANITORIAL SUPPLY	SUPPLIES	2,043.30	OPERATIONS
91062	CALIFORNIA JANITORIAL SUPPLY	SUPPLIES	2,190.91	OPERATIONS
10032	CALTRONICS BUSINESS SYSTEMS	OFFICE SUPPLIES	1,800.00	BUSINESS SERVICES DEPARTMENT
10042	CALTRONICS BUSINESS SYSTEMS	Copier Maintenance	2,489.80	BUSINESS SERVICES DEPARTMENT
10043	CALTRONICS BUSINESS SYSTEMS	Copier Maintenance	2,506.36	BUSINESS SERVICES DEPARTMENT
10044	CALTRONICS BUSINESS SYSTEMS	Copier Maintenance	2,876.96	BUSINESS SERVICES DEPARTMENT
10045	CALTRONICS BUSINESS SYSTEMS	Copier Maintenance	3,976.55	BUSINESS SERVICES DEPARTMENT
10046	CALTRONICS BUSINESS SYSTEMS	Copier Maintenance	3,077.30	BUSINESS SERVICES DEPARTMENT
10047	CALTRONICS BUSINESS SYSTEMS	Copier Maintenance	1,853.00	BUSINESS SERVICES DEPARTMENT
10048	CALTRONICS BUSINESS SYSTEMS	Copier Maintenance	1,835.80	BUSINESS SERVICES DEPARTMENT
10049	CALTRONICS BUSINESS SYSTEMS	Copier Maintenance	4,712.30	BUSINESS SERVICES DEPARTMENT
10050	CALTRONICS BUSINESS SYSTEMS	Copier Maintenance	2,092.16	BUSINESS SERVICES DEPARTMENT
10051	CALTRONICS BUSINESS SYSTEMS	Copier Maintenance	3,814.36	BUSINESS SERVICES DEPARTMENT
10053	CALTRONICS BUSINESS SYSTEMS	Copier Maintenance	438.11	BUSINESS SERVICES DEPARTMENT
10054	CALTRONICS BUSINESS SYSTEMS	Copier Maintenance	4,439.80	BUSINESS SERVICES DEPARTMENT
10055	CALTRONICS BUSINESS SYSTEMS	Copier Maintenance	859.15	BUSINESS SERVICES DEPARTMENT
10090	CALTRONICS BUSINESS SYSTEMS	YEARLY MAINTENANCE	3,875.00	BUSINESS SERVICES DEPARTMENT
10092	CALTRONICS BUSINESS SYSTEMS	BLANKED PO FOR COPIER OVERAGE	545.00	HUMAN RESOURCES DEPARTMENT
60026	CALTRONICS BUSINESS SYSTEMS	Toners for Dept Printers	1,007.16	SPECIAL EDUCATION DEPARTMENT
60001	CANELA SOFTWARE INC	Software for Nurses Vision	1,323.00	SPECIAL EDUCATION DEPARTMENT
70000	CANNON SPORTS INC	PE equipment	1,983.10	STORES
91022	CDW-GOVERNMENT INC	Columbia MS Proj-Misc.	1,719.67	TECHNOLOGY DEPARTMENT
91053	CDW-GOVERNMENT INC	Extra Telephones - (10)	1,487.31	TECHNOLOGY DEPARTMENT
10038	DE LAGE LANDEN	Copiers Lease	62,051.52	BUSINESS SERVICES DEPARTMENT
10039	DE LAGE LANDEN	LEASE FOR COPIER SP ED-CURRIC	3,338.67	BUSINESS SERVICES DEPARTMENT
10040	DE LAGE LANDEN	LEASE FOR COPIER HR & BUSINESS	4,921.35	BUSINESS SERVICES DEPARTMENT
10041	DE LAGE LANDEN	LEASE FOR HR PRINTER	1,311.27	BUSINESS SERVICES DEPARTMENT
91021	DELL MARKETING LP	CMS Chromebooks (30)	8,788.92	TECHNOLOGY DEPARTMENT
10062	DEPARTMENT OF JUSTICE	MONTHLY FINGERPRINTING CHARGES	15,000.00	HUMAN RESOURCES DEPARTMENT
10086	ECOLAB PEST ELIM. DIV	PEST CONTROL	24,000.00	OPERATIONS
91032	ENVIRONMENTAL.COM	MEMBERSHIP FEE	500.00	OPERATIONS
91041	EVAC PLUS CHAIR NORTH AMERICA	SUPPLIES	5,590.00	OPERATIONS
91035	FIRST PLACE INC	SUPPLIES	176.46	OPERATIONS
40001	FOUNDATION FOR EDUCATIONAL ADM	ACSA RENEWAL GALLAGHER	1,603.00	HUMAN RESOURCES DEPARTMENT
80006	FOUNDATION FOR EDUCATIONAL ADM	ACSA EIS DISTRICT FEE	440.00	SUPERINTENDENT
80008	FULCRUM MANAGEMENT SOLUTIONS	THOUGHTEXCHANGE 2019-20	20,000.00	SUPERINTENDENT
60002	HCI AUDIOMETRICS	Calibration for machines	270.00	SPECIAL EDUCATION DEPARTMENT
70003	HYBRID COMMERCIAL PRINTING INC	forms	11,624.85	STORES
60020	LAKESHORE LEARNING MATERIALS	OT Supplies	207.00	SPECIAL EDUCATION DEPARTMENT
10078	LIGHTHOUSE BLUE	2019-20 COMMUNICATION SERVICES	24,000.00	BUSINESS SERVICES DEPARTMENT
91064	LOWE'S	SUPPLIES	1,226.10	OPERATIONS
10076	MAILFINANCE	POSTAGE METER LEASE	4,360.00	BUSINESS SERVICES DEPARTMENT

010 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
70006	MORGAN HILL SUPPLY	custodial paper and other item	15,660.47	STORES
10037	NEOFUNDS	POSTAGE AND SUPPLIES	30,000.00	BUSINESS SERVICES DEPARTMENT
10057	OFFICE DEPOT	OFFICE SUPPLIES FOR BUSINESS	2,000.00	BUSINESS SERVICES DEPARTMENT
40005	OFFICE DEPOT	OFFICE SUPPLIES	297.34	HUMAN RESOURCES DEPARTMENT
91036	OFFICE DEPOT	SUPPLIES	65.39	OPERATIONS
80007	ORRELL, JACQUELINE RAMSEYER	SUMMER CLASS PHOTO SHOOT	900.00	SUPERINTENDENT
10089	PACIFIC GAS AND ELECTRIC	UTILITIES - ELECTRICITY AND GA	1,067,000.00	OPERATIONS
10059	PACIFIC WEST SECURITY INC	CONTRACTED SERVICE - SECURITY	101,688.00	OPERATIONS
10060	PACIFIC WEST SECURITY INC	CONTRACTED SERVICE	3,312.00	OPERATIONS
60017	PINEPRESS	Parent Handbook	626.75	SPECIAL EDUCATION DEPARTMENT
40002	POWERSCHOOL GROUP LLC	SIS ADDITIONAL SUPPORT	1,030.00	HUMAN RESOURCES DEPARTMENT
40003	POWERSCHOOL GROUP LLC	HR SYSTEMS RENEWALS	34,729.47	HUMAN RESOURCES DEPARTMENT
40004	POWERSCHOOL GROUP LLC	SIS HOSTING FOR FY 19-20	22,036.00	HUMAN RESOURCES DEPARTMENT
60022	POWERSCHOOL GROUP LLC	504 module	3,944.00	SPECIAL EDUCATION DEPARTMENT
10088	PREMIER RECYCLE COMPANY	DISPOSAL SERVICE	10,000.00	OPERATIONS
10035	RISO INC	Copiers Lease	5,331.54	BUSINESS SERVICES DEPARTMENT
10036	RISO INC	RISO Copier Lease for Fairwood	791.73	BUSINESS SERVICES DEPARTMENT
30003	RISO INC	RISO MAINTENANCE 3,500,000	30,442.32	BUSINESS SERVICES DEPARTMENT
40000	SAN JOAQUIN COE	EDJOIN FEES FY 19-20	948.00	HUMAN RESOURCES DEPARTMENT
80001	SCCSBA	2019-20 MEMBERSHIP DUES	480.00	SUPERINTENDENT
80002	SCHOOLS FOR SOUND FINANCE	20109-20 MEMBERSHIP DUES	4,000.00	SUPERINTENDENT
70002	SOUTHWEST SCHOOL/OFFICE SUPPLY	art/class supplies	35,661.93	STORES
91045	STATE OF CALIFORNIA	CONTRACTED SERVICE	225.00	OPERATIONS
12000	SUNNYVALE SCHOOL DISTRICT	NSF Check # 1194	115.00	BUSINESS SERVICES DEPARTMENT
10091	SWING EDUCATION INC	PAYMENT FOR SWING SUBS	100,000.00	HUMAN RESOURCES DEPARTMENT
60019	THERAPY SHOPPE INC	OT supplies	307.70	SPECIAL EDUCATION DEPARTMENT
80000	TRANSAMERICA PREMIER LIFE	BEN PICARD LIFE INSURANCE	5,000.00	SUPERINTENDENT
30002	US POSTMASTER	PO BOX FEE	1,390.00	BUSINESS SERVICES DEPARTMENT
10077	VAVRINEK TRINE DAY AND CO LLP	AUDITING SERVICES	52,000.00	BUSINESS SERVICES DEPARTMENT
30004	VERITIV OPERATING COMPANY	SUPPLIES FOR PRINT SHOP	695.28	BUSINESS SERVICES DEPARTMENT
70004	VERITIV OPERATING COMPANY	paper	234.35	STORES
70005	VERITIV OPERATING COMPANY	copy papers	6,382.50	STORES
80004	WEST INTERACTIVE SERVICES CORP	SCHOOLMESSENGER RENEWAL	15,400.00	SUPERINTENDENT
60000	WHYTRY LLC	Renewal Subcription	495.00	SPECIAL EDUCATION DEPARTMENT
60018	WILLIAM V MACGILL & CO	Nurses Supplies	1,044.59	SPECIAL EDUCATION DEPARTMENT
60025	WILLIAM V MACGILL & CO	Wheelchairs	336.00	SPECIAL EDUCATION DEPARTMENT
70001	WILLIAM V MACGILL & CO	health supplies	4,176.77	STORES
60023	YELLOW CHECKER CAB COMPANY INC	Transportation	870.00	SPECIAL EDUCATION DEPARTMENT
TOTAL FUND			2,092,841.35	

018 GENERAL FLEXIBILITY

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
91038	A-Z BUS SALES INC	SUPPLIES	1,711.09	OPERATIONS
91058	A-Z BUS SALES INC	SUPPLIES	4,336.51	OPERATIONS
91034	AUTOZONE INC	SUPPLIES	286.39	OPERATIONS
91046	AUTOZONE INC	SUPPLIES	14.16	OPERATIONS
91060	AUTOZONE INC	SUPPLIES	54.87	OPERATIONS
91033	BRUCE'S TIRE INC	SUPPLIES	902.16	OPERATIONS
10052	CHEVRON/TEXACO UNIVERSAL CARD	SUPPLIES - FUEL	28,000.00	OPERATIONS
91037	GARDENLAND POWER EQUIPMENT	SUPPLIES	34.79	OPERATIONS
91065	HUBBARD, KELLY	CONTRACTED SERVICE	300.00	OPERATIONS
91025	INTERSTATE ALL BATTERY CENTER	SUPPLIES	1,346.35	OPERATIONS
60016	PANORAMA EDUCATION INC	Licenses Fee for students	67,000.00	SPECIAL EDUCATION DEPARTMENT
60024	PANORAMA EDUCATION INC	Licences and Project Managemen	67,000.00	SPECIAL EDUCATION DEPARTMENT
91047	SAFETY KLEEN CORPORATION	CONTRACTED SERVICE	238.00	OPERATIONS
50015	TEACHERS COLLEGE READING AND	Writing Institute	850.00	CURRICULUM DEPARTMENT
TOTAL FUND			172,074.32	

050 ROUTINE REPAIR AND MAINTENANCE

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
91028	ACE FIRE EQUIPMENT AND SERVICE	CONTRACTED SERVICES	2,519.15	OPERATIONS
91042	AIR FILTER SUPPLY INC	SUPPLIES	51.78	OPERATIONS
91031	C CRUZ SUB-SURFACE LOCATORS	CONTRACTED SERVICES	375.00	OPERATIONS
91061	C CRUZ SUB-SURFACE LOCATORS	CONTRACTED SERVICE	375.00	OPERATIONS
91063	CIARI PLUMBING & HEATING INC	CONTRACTED SERVICE - REPAIRS	8,228.38	OPERATIONS
91050	DECKER INC	SUPPLIES	917.00	OPERATIONS
91057	DISCOUNT PLAYGROUND SUPPLY INC	SUPPLIES	1,338.11	OPERATIONS
10058	FEDEX	UNION BANK, DE & CHEVRON PAYMT	400.00	BUSINESS SERVICES DEPARTMENT
91043	FERGUSON ENTERPRISES LLC	SUPPLIES	500.30	OPERATIONS
91059	GEARY PACIFIC SUPPLY	SUPPLIES	219.20	OPERATIONS
91055	GRAINGER	SUPPLIES	644.48	OPERATIONS
91030	JOHNSTONE SUPPLY OAKLAND	SUPPLIES	39.06	OPERATIONS
91056	JOHNSTONE SUPPLY OAKLAND	SUPPLIES	120.01	OPERATIONS
91048	METRO LIGHTING PRODUCTS	SUPPLIES	366.05	OPERATIONS
91029	PACE SUPPLY CORP	SUPPLIES	292.86	OPERATIONS
91044	RAPID RECOVERY	CONTRACTED SERVICE	500.25	OPERATIONS
91027	RFI COMMUNICATIONS AND	CONTRACTED SERVICES - REPAIRS	379.82	OPERATIONS
91026	SITEONE LANDSCAPE SUPPLY	SUPPLIES	188.17	OPERATIONS
10061	STAR ELEVATOR INC	CONTRACTED SERVICE	7,040.00	OPERATIONS
10087	SURE FIRE PROTECTION COMP INC	CONTRACTED SERVICE	4,700.00	OPERATIONS
10034	THYSSENKRUPP ELEVATOR	CONTRACTED SERVICE	8,800.00	OPERATIONS
TOTAL FUND			37,994.62	

060 RESTRICTED PROGRAMS

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
91052	CDW-GOVERNMENT INC	Monitors - Refresh	1,210.93	TECHNOLOGY DEPARTMENT
60021	LEARNING WITHOUT TEARS	Books for Preschool	2,731.05	SPECIAL EDUCATION DEPARTMENT
60013	ORANGE COUNTY DEPT OF EDUCATIO	Conference Registration	3,352.00	SPECIAL EDUCATION DEPARTMENT
		TOTAL FUND	7,293.98	

080 SPECIAL EDUCATION

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
10064	ACCOUNTABLE HEALTHCARE STAFF	Contract	132,600.00	SPECIAL EDUCATION DEPARTMENT
60027	ACSA	Renew membership	1,625.00	SPECIAL EDUCATION DEPARTMENT
10065	ALPHA VISTA SERVICES INC	Contract	132,000.00	SPECIAL EDUCATION DEPARTMENT
10056	CALTRONICS BUSINESS SYSTEMS	YEARLY MAINTENANCE	3,875.00	BUSINESS SERVICES DEPARTMENT
10068	CHILDREN'S HEALTH COUNCIL	Contract for NPS	367,088.00	SPECIAL EDUCATION DEPARTMENT
10071	CREATIVE LEARNING CENTER	Contract for NPS	7,349.00	SPECIAL EDUCATION DEPARTMENT
60004	CURRICULUM ASSOCIATES LLC	Protocols	2,893.22	SPECIAL EDUCATION DEPARTMENT
10085	DE LAGE LANDEN	COPIER LEASE FOR PRESCHOOL	1,953.28	BUSINESS SERVICES DEPARTMENT
10069	GATEWAY LEARNING GROUP INC	Contract	235,000.00	SPECIAL EDUCATION DEPARTMENT
60012	LAKESHORE LEARNING MATERIALS	Subscription Sandi Training	9,920.00	SPECIAL EDUCATION DEPARTMENT
10070	LUSTIG, DR STUART	Contract	55,341.00	SPECIAL EDUCATION DEPARTMENT
10073	MEDICAL BILLING TECHNOLOGIES	MAA/Medical Billing	10,800.00	SPECIAL EDUCATION DEPARTMENT
60011	N2Y LLC	Subscriptions	11,662.96	SPECIAL EDUCATION DEPARTMENT
60014	PAUL H BROOKES PUBLISHING CO	Protocols	169.44	SPECIAL EDUCATION DEPARTMENT
60005	PEARSON ASSESSMENTS	Test kits and protocols	6,549.70	SPECIAL EDUCATION DEPARTMENT
60003	PRO- ED INC	Protocols	1,932.70	SPECIAL EDUCATION DEPARTMENT
10072	PSYCHED SERVICES	Psychologist Services	10,000.00	SPECIAL EDUCATION DEPARTMENT
60010	RIVERSIDE INSIGHTS	Protocols/Test Kits	2,526.05	SPECIAL EDUCATION DEPARTMENT
10066	RO HEALTH INC	Contract	40,000.00	SPECIAL EDUCATION DEPARTMENT
10074	ROCKSTAR RECRUITING LLC	Contract	135,720.00	SPECIAL EDUCATION DEPARTMENT
10083	SANTA CLARA COE	Translations	24,500.00	SPECIAL EDUCATION DEPARTMENT
60007	SUPER DUPER PUBLICATIONS	Test Kit	201.60	SPECIAL EDUCATION DEPARTMENT
60008	THERAPRO INC	Protocols	429.00	SPECIAL EDUCATION DEPARTMENT
60015	THINK SOCIAL PUBLISHING INC	Supplies	505.08	SPECIAL EDUCATION DEPARTMENT
10067	TUTOR CORPS	Contract	40,000.00	SPECIAL EDUCATION DEPARTMENT
60006	WPS PUBLISH	Protocols/Test kits	1,772.67	SPECIAL EDUCATION DEPARTMENT
TOTAL FUND			1,236,413.70	

120 CHILD DEVELOPMENT

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
29001	DEPARTMENT OF SOCIAL SERVICES	LICENSING FOR PRESCHOOLS	242.00	BUSINESS SERVICES DEPARTMENT
		TOTAL FUND	242.00	

130 CAFETERIA

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
10021	AARONS INDUSTRIAL PUMPING	GREASE TRAP MAINTENANCE	13,000.00	FOOD SERVICE
10029	CALIF DEPT OF TAX & FEE ADMIN	QUARTERLY SALES TAX DUE	600.00	FOOD SERVICE
10020	COLD CRAFT INC	REFRIGERATION REPAIR	5,450.00	FOOD SERVICE
10019	EDWARD DON AND COMPANY	KITCHEN SUPPLIES	1,090.00	FOOD SERVICE
10075	GARDA CL WEST INC	COURIER	4,000.00	BUSINESS SERVICES DEPARTMENT
90000	GOYAL, RAHUL	LUNCH REFUND	13.00	FOOD SERVICE
10018	HUBERT COMPANY	KITCHEN SUPPLIES	2,725.00	FOOD SERVICE
10027	JOHNSTONE SUPPLY OAKLAND	KITCHEN EQUIPMENT REPAIR	1,090.00	FOOD SERVICE
90002	MILLER, CHESSALY	LUNCH REFUND	86.80	FOOD SERVICE
10026	MORGAN HILL SUPPLY	KITCHEN/FOOD SUPPLIES	4,360.00	FOOD SERVICE
10024	NORDVIK REFRIGERATION INC	REFRIGERATION REPAIR	4,000.00	FOOD SERVICE
10017	OFFICE DEPOT	OFFICE SUPPLIES	5,450.00	FOOD SERVICE
10025	PARTS TOWN LLC	REFRIGERATION REPAIR	1,090.00	FOOD SERVICE
90001	PAVIA, TELINA	LUNCH REFUND	62.80	FOOD SERVICE
10030	REFRIGERATION SUPPLIES DIST	REFRIGERATION SUPPLIES	1,090.00	FOOD SERVICE
10022	SODEXO INC & AFFILIATES	MONTHLY CONTRACT FEES	1,300,000.00	FOOD SERVICE
10031	STAPLES	OFFICE SUPPLIES	4,360.00	FOOD SERVICE
10023	STATE OF CALIFORNIA	COMMODITY FOODS	8,000.00	FOOD SERVICE
10063	SUNNYVALE SCHOOL DISTRICT	WIRE TRANSFER FEE	25,000.00	BUSINESS SERVICES DEPARTMENT
10028	UNITED REFRIGERATION INC	REFRIGERATION REPAIR	1,308.00	FOOD SERVICE
TOTAL FUND			1,382,775.60	

210 BUILDING

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
91024	C.A.S.H.	C.A.S.H.Membership Renewal	873.00	TECHNOLOGY DEPARTMENT
91054	CIARI PLUMBING & HEATING INC	IMPROVEMENT/MODERNIZATION	17,508.47	BUSINESS SERVICES DEPARTMENT
91040	METEOR EDUCATION LLC	FURNITURE	5,297.76	OPERATIONS
91051	METEOR EDUCATION LLC	FURNITURE	9,868.67	BUSINESS SERVICES DEPARTMENT
91023	PALACE ART AND OFFICE SUPPLY	Furniture	1,263.30	OPERATIONS
91019	WILLIAM V MACGILL & CO	FURNITURE REFRESH	501.40	OPERATIONS
		TOTAL FUND	35,312.60	

250 CAPITAL FACILITIES

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
10080	MOBILE MODULAR MANAGEMENT CORP	RENTALS OF PORTABLES	20,880.00	OPERATIONS
10081	MOBILE MODULAR MANAGEMENT CORP	PORTABLE RENTAL	7,860.00	OPERATIONS
10082	MOBILE MODULAR MANAGEMENT CORP	PORTABLE RENTAL	6,960.00	OPERATIONS
TOTAL FUND			35,700.00	
TOTAL DISTRICT			5,000,648.17	

FUND		AMOUNT

010	GENERAL FUND	2,092,841.35
018	GENERAL FLEXIBILITY	172,074.32
050	ROUTINE REPAIR AND MAINTENANCE	37,994.62
060	RESTRICTED PROGRAMS	7,293.98
080	SPECIAL EDUCATION	1,236,413.70
120	CHILD DEVELOPMENT	242.00
130	CAFETERIA	1,382,775.60
210	BUILDING	35,312.60
250	CAPITAL FACILITIES	35,700.00
	TOTAL DISTRICT	5,000,648.17

Report title: BOARD WARRANT APPROVAL LIST

With account detail: Y
Date issued range: 07/01/2019 - 07/31/2019
Warrant number range: -
Sort by: Vendor name

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043136 CL900195	07/10/2019	101 BUILDERS INC A/P - YEAR END ACCRUALS	250-0000-0-9516-00-0000-8100-059000-011-0000					70,002.08 Sub total: 70,002.08
37	37043244 PO091038	07/23/2019	A-Z BUS SALES INC SUPPLIES	018-0000-0-4360-00-0000-3600-723000-070-0000					1,711.09 Sub total: 1,711.09
37	37043301 PO091058 PO091058	07/30/2019	A-Z BUS SALES INC SUPPLIES SUPPLIES	018-0000-0-4360-00-0000-3600-723000-070-0000 018-0000-0-4360-00-0000-3600-723000-070-0000					4,283.35 53.16 Sub total: 4,336.51
37	37043223 PO010064 PO010064	07/19/2019	ACCOUNTABLE HEALTHCARE STAFF Contract Contract	080-6500-0-5830-00-5050-2100-650000-030-0000 080-6500-0-5830-00-5050-2100-650000-030-0000					160.00 880.00 Sub total: 1,040.00
37	37043245 PO091028	07/23/2019	ACE FIRE EQUIPMENT AND SERVICE CONTRACTED SERVICES	050-8150-0-5830-00-0000-8100-810000-070-0000					2,519.15 Sub total: 2,519.15
37	37043209 CL900265 CL900264	07/16/2019	ACHIEVEKIDS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS	080-6500-0-9516-00-5050-2100-650000-030-0000 080-6500-0-9516-00-5050-2100-650000-030-0000					3,033.10 1,605.00 Sub total: 4,638.10
37	37043090 CL900101	07/03/2019	ACSA A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000					2,204.20 Sub total: 2,204.20
37	37043278 PO040001	07/26/2019	ACSA MEMBERSHIP PROCESSING ACSA RENEWAL GALLAGHER	010-0000-0-5300-00-0000-7400-071300-030-0000					1,603.00 Sub total: 1,603.00
37	37043210 CL900257	07/16/2019	ADROIT ADVANCED TECHNOLOGIES A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-3600-043800-030-0000					639.50 Sub total: 639.50
37	37043320 CL900332	07/30/2019	AEDIS ARCHITECTURE & PLANNING A/P - YEAR END ACCRUALS	250-0000-0-9516-00-0000-8100-059000-011-0000					1,013.29 Sub total: 1,013.29
37	37043183 CL900247	07/12/2019	AIR FILTER SUPPLY INC A/P - YEAR END ACCRUALS	050-8150-0-9516-00-0000-8100-810000-070-0000					68.04 Sub total: 68.04
37	37043279 PO091042	07/26/2019	AIR FILTER SUPPLY INC SUPPLIES	050-8150-0-4380-00-0000-8100-810000-070-0000					51.78 Sub total: 51.78

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043211 CL900268	07/16/2019	ALPHA VISTA SERVICES INC A/P - YEAR END ACCRUALS	080-6500-0-9516-00-5050-2100-650000-030-0000					5,248.00 Sub total: 5,248.00
37	37043321 CL900333	07/30/2019	AMERICAN CONSULTING ENGINEERS A/P - YEAR END ACCRUALS	210-0000-0-9516-00-0000-8500-059800-026-0000					450.00 Sub total: 450.00
37	37043280 PO010079	07/26/2019	AMERICAN FIDELITY RENEWAL SERVICES	010-0000-0-5830-00-0000-7300-071500-030-0000					634.70 Sub total: 634.70
37	37043091 CL900103 CL900102	07/03/2019	AMERICAN FIDELITY ASSURANCE CO A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000 010-0000-0-9516-00-0000-0000-000000-000-0000					6,266.95 7,850.32 Sub total: 14,117.27
37	37043137 CL900200 CL900199	07/10/2019	AMERICAN FIDELITY ASSURANCE CO A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000 010-0000-0-9516-00-0000-0000-000000-000-0000					20,834.32 4,145.55 Sub total: 24,979.87
37	37043138 CL900194 CL900193 CL900192	07/10/2019	AMERICAN MODULAR SYSTEMS INC A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS	210-0000-0-9516-00-0000-8500-054400-005-0000 210-0000-0-9516-00-0000-8500-054400-005-0000 210-0000-0-9516-00-0000-8500-054400-005-0000					166,182.64 330,239.16 405,439.82 Sub total: 901,861.62
37	37043115 PO030000	07/03/2019	ANALYTIC SERVICE RENEWAL	010-0000-0-5830-00-0000-7300-071500-030-0000					16,342.00 Sub total: 16,342.00
37	37043116 PO023000	07/03/2019	ANDAZ SAN DIEGO Lodging-AVID Conf in San Diego	018-0000-0-5220-00-1110-1000-709099-080-0000					3,040.92 Sub total: 3,040.92
37	37043092 CL900111 CL900114 CL900113 CL900112	07/03/2019	ANTHEM BLUE CROSS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000 010-0000-0-9516-00-0000-7600-083000-030-0000 010-0000-0-9516-00-0000-7600-083000-030-0000 010-0000-0-9516-00-0000-7600-083000-030-0000					375,708.92 2,947.92 7,954.59 22,344.96 Sub total: 408,956.39
37	37043179 PO080003	07/10/2019	ASBO INTERNATIONAL PICARD MEMBERSHIP DUES	010-0000-0-5300-00-0000-7100-071200-030-0000					230.00 Sub total: 230.00
37	37043184 CL900246 CL900245	07/12/2019	AT&T A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8500-075000-070-0000 010-0000-0-9516-00-0000-8500-075000-070-0000					1,016.56 238.72

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	CL900244	A/P - YEAR END	ACCRUALS	010-0000-0-9516-00-0000-8500-075000-070-0000	129.40
	CL900243	A/P - YEAR END	ACCRUALS	010-0000-0-9516-00-0000-8500-075000-070-0000	514.97
	CL900242	A/P - YEAR END	ACCRUALS	010-0000-0-9516-00-0000-8500-075000-070-0000	169.14
	CL900241	A/P - YEAR END	ACCRUALS	010-0000-0-9516-00-0000-8500-075000-070-0000	134.75
	CL900240	A/P - YEAR END	ACCRUALS	010-0000-0-9516-00-0000-8500-075000-070-0000	144.62
	CL900239	A/P - YEAR END	ACCRUALS	010-0000-0-9516-00-0000-8500-075000-070-0000	216.26
	CL900238	A/P - YEAR END	ACCRUALS	010-0000-0-9516-00-0000-8500-075000-070-0000	193.38
	CL900237	A/P - YEAR END	ACCRUALS	010-0000-0-9516-00-0000-8500-075000-070-0000	238.20
				Sub total:	2,996.00
37	37043272	07/26/2019	AT&T		
	CL900321	A/P - YEAR END	ACCRUALS	010-0000-0-9516-00-0000-7700-072300-030-0000	13,428.03
	CL900322	A/P - YEAR END	ACCRUALS	010-0000-0-9516-00-0000-7700-072300-030-0000	1,122.03
				Sub total:	14,550.06
37	37043127	07/03/2019	AUTOZONE INC		
	CL900157	A/P - YEAR END	ACCRUALS	018-0000-0-9516-00-0000-3600-723000-070-0000	67.31
	CL900156	A/P - YEAR END	ACCRUALS	018-0000-0-9516-00-0000-3600-723000-070-0000	11.10
				Sub total:	78.41
37	37043246	07/23/2019	AUTOZONE INC		
	PO091034		SUPPLIES	018-0000-0-4360-00-0000-3600-723000-070-0000	286.39
				Sub total:	286.39
37	37043281	07/26/2019	AUTOZONE INC		
	PO091046		SUPPLIES	018-0000-0-4360-00-0000-3600-723000-070-0000	14.16
				Sub total:	14.16
37	37043302	07/30/2019	AUTOZONE INC		
	PO091060		SUPPLIES	018-0000-0-4360-00-0000-3600-723000-070-0000	54.87
				Sub total:	54.87
37	37043117	07/03/2019	AVID CENTER		
	PO050011		membership/licensing	018-0000-0-5300-00-1110-1000-709000-030-0000	7,998.00
	PO050011		membership/licensing	018-0000-0-5846-00-1110-1000-709000-030-0000	970.00
				Sub total:	8,968.00
37	37043139	07/10/2019	AVID TRANSLATION		
	CL900201	A/P - YEAR END	ACCRUALS	080-6500-0-9516-00-5050-2100-650000-030-0000	977.50
				Sub total:	977.50
37	37043322	07/30/2019	AZDOC INC		
	CL900336	A/P - YEAR END	ACCRUALS	010-0000-0-9516-00-0000-8200-075000-070-0000	1,980.00
				Sub total:	1,980.00
37	37043185	07/12/2019	BARNES HAZMAT		
	CL900248	A/P - YEAR END	ACCRUALS	010-0000-0-9516-00-0000-8200-075000-070-0000	3,988.80
				Sub total:	3,988.80
37	<37040738> Canceled	07/08/2019	BROSS, RACHEL		
	PV900424		MILEAGE/PERSONAL EXP REIMB	010-0000-0-5210-00-0000-2130-041500-030-0000	70.47
				Sub total:	70.47

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043247 PO091033	07/23/2019	BRUCE'S TIRE INC SUPPLIES	018-0000-0-4360-00-0000-3600-723000-070-0000					902.16 Sub total: 902.16
37	37043248 PO091031	07/23/2019	C CRUZ SUB-SURFACE LOCATORS CONTRACTED SERVICES	050-8150-0-5830-00-0000-8100-810000-070-0000					375.00 Sub total: 375.00
37	37043303 PO091061	07/30/2019	C CRUZ SUB-SURFACE LOCATORS CONTRACTED SERVICE	050-8150-0-5830-00-0000-8100-810000-070-0000					375.00 Sub total: 375.00
37	37043249 PO091024	07/23/2019	C.A.S.H. C.A.S.H.Membership Renewal	210-0000-0-5830-00-0000-8100-075000-070-0000					873.00 Sub total: 873.00
37	37043186 CL900233 CL900234	07/12/2019	CAL COMPLIANCE INC A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS	210-0000-0-9516-00-0000-8500-054400-005-0000 250-0000-0-9516-00-0000-8100-059000-011-0000					13,600.00 2,470.00 Sub total: 16,070.00
37	37043140 CL900184	07/10/2019	CALIFORNIA JANITORIAL SUPPLY A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-075000-070-0000					75.70 Sub total: 75.70
37	37043187 CL900249	07/12/2019	CALIFORNIA JANITORIAL SUPPLY A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-075000-070-0000					3,004.06 Sub total: 3,004.06
37	37043250 PO091039	07/23/2019	CALIFORNIA JANITORIAL SUPPLY SUPPLIES	010-0000-0-4400-00-0000-8200-075000-070-0000					4,229.09 Sub total: 4,229.09
37	37043282 PO091049	07/26/2019	CALIFORNIA JANITORIAL SUPPLY SUPPLIES	010-0000-0-4380-00-0000-8200-075000-070-0000					2,043.30 Sub total: 2,043.30
37	37043304 PO091062 PO091062	07/30/2019	CALIFORNIA JANITORIAL SUPPLY SUPPLIES SUPPLIES	010-0000-0-4380-00-0000-8200-075000-070-0000 010-0000-0-4380-00-0000-8200-075000-070-0000					729.37 1,461.54 Sub total: 2,190.91
37	37043093 CL900104	07/03/2019	CALIFORNIA TEACHERS ASSN. A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000					37,537.86 Sub total: 37,537.86
37	37043232 CL900291 CL900291	07/19/2019	CALTRONICS BUSINESS SYSTEMS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS	010-0000-0-9516-00-1110-1000-018199-026-0000 010-0000-0-9516-00-1110-1000-018199-026-0000					18.64 3.46 Sub total: 22.10

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043268	07/23/2019	CALTRONICS BUSINESS SYSTEMS						
	CL900301	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7400-071300-030-0000					28.41
	CL900320	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7400-071300-030-0000					27.24
	CL900306	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7550-071800-030-0000					44.43
	CL900304	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7550-071800-030-0000					76.82
	CL900305	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7550-071800-030-0000					94.44
	CL900308	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7550-071800-030-0000					183.71
	CL900307	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7550-071800-030-0000					32.78
	CL900303	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7550-071800-030-0000					12.60
	CL900315	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7550-071800-030-0000					199.05
	CL900314	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7550-071800-030-0000					64.03
	CL900313	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7550-071800-030-0000					72.82
	CL900312	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7550-071800-030-0000					38.34
	CL900311	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7550-071800-030-0000					66.00
	CL900310	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7550-071800-030-0000					58.43
	CL900309	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7550-071800-030-0000					52.33
	CL900302	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7550-071800-030-0000					78.19
								Sub total:	1,129.62
37	37043283	07/26/2019	CALTRONICS BUSINESS SYSTEMS						
	PO010032	OFFICE SUPPLIES		010-0000-0-4310-00-0000-7300-071500-030-0000					207.10
								Sub total:	207.10
37	37043141	07/10/2019	CAMACLANG, MISHELLE ALINA						
	CL900202	A/P - YEAR END ACCRUALS		080-6500-0-9516-00-5050-2100-650000-030-0000					7,367.50
								Sub total:	7,367.50
37	37043273	07/26/2019	CAMINAR						
	CL900323	A/P - YEAR END ACCRUALS		080-6500-0-9516-00-5050-2100-650000-030-0000					59.00
								Sub total:	59.00
37	37043224	07/19/2019	CANELA SOFTWARE INC						
	PO060001	Software for Nurses Vision		010-0000-0-5830-00-0000-2100-043800-030-0000					1,323.00
								Sub total:	1,323.00
37	37043094	07/03/2019	CDE						
	CL900132	A/P - YEAR END ACCRUALS		130-5310-0-9516-00-0000-3700-531000-090-0000					129.63
								Sub total:	129.63
37	37043142	07/10/2019	CHENG, PAMELA						
	CL900214	A/P - YEAR END ACCRUALS		018-0000-0-9516-00-1110-1000-709099-023-0000					413.80
								Sub total:	413.80
37	37043143	07/10/2019	CHILDREN'S HEALTH COUNCIL						
	CL900218	A/P - YEAR END ACCRUALS		080-6500-0-9516-00-5050-2100-650000-030-0000					11,274.36
	CL900217	A/P - YEAR END ACCRUALS		080-6500-0-9516-00-5050-2100-650000-030-0000					6,698.10
	CL900216	A/P - YEAR END ACCRUALS		080-6500-0-9516-00-5050-2100-650000-030-0000					8,829.30
								Sub total:	26,801.76
37	37043305	07/30/2019	CIARI PLUMBING & HEATING INC						
	PO091063	CONTRACTED SERVICE - REPAIRS		050-8150-0-5675-00-0000-8100-810000-070-0000					8,228.38
								Sub total:	8,228.38

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043095 CL900137	07/03/2019 A/P - YEAR END ACCRUALS	CIT TECHNOLOGY FIN SERV INC	010-0000-0-9516-00-1110-1000-043900-030-0000					65.98 Sub total: 65.98
37	37043306 PO010035	07/30/2019 Copiers Lease	CIT TECHNOLOGY FIN SERV INC	010-0000-0-5830-00-1110-1000-043900-030-0000					444.30 Sub total: 444.30
37	37043144 CL900181 CL900180 CL900179 CL900178 CL900177 CL900176 CL900175 CL900174 CL900173 CL900172 CL900171 CL900170 CL900169 CL900168 CL900167	07/10/2019 A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS	CITY OF SUNNYVALE	010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000					11,343.08 1,058.48 1,320.58 5,374.15 4,553.56 4,626.81 120.52 326.49 131.00 462.13 860.53 71.28 1,702.70 73.36 282.84 Sub total: 32,307.51
37	37043233 CL900288 CL900287 CL900286 CL900285 CL900284 CL900283 CL900282 CL900281 CL900280	07/19/2019 A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS	CITY OF SUNNYVALE	010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000 010-0000-0-9516-00-0000-8200-075000-070-0000					6,027.54 429.68 1,753.58 4,479.72 657.52 1,359.29 4,412.30 4,789.36 5,109.50 Sub total: 29,018.49
37	37043274 CL900330 CL900331	07/26/2019 A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS	CITY OF SUNNYVALE	010-0000-0-9516-00-1110-1000-018100-030-0000 010-0000-0-9516-00-1110-1000-018100-030-0000					39,634.10 14,969.60 Sub total: 54,603.70
37	37043234 CL900292	07/19/2019 A/P - YEAR END ACCRUALS	CLEARY CONSULTANTS INC	210-0000-0-9516-00-0000-8500-054400-005-0000					1,732.00 Sub total: 1,732.00
37	37043323 CL900334	07/30/2019 A/P - YEAR END ACCRUALS	COLBI TECHNOLOGIES INC	210-0000-0-9516-00-0000-8500-058200-030-0000					1,402.50 Sub total: 1,402.50

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043145 CL900164	07/10/2019	COMMUNITY BANK A/P - YEAR END ACCRUALS	210-0000-0-9516-00-0000-8500-054400-005-0000					4,090.73 Sub total: 4,090.73
37	37043324 CL900335	07/30/2019	COMMUNITY BANK A/P - YEAR END ACCRUALS	210-0000-0-9516-00-0000-8500-054400-005-0000					4,989.96 Sub total: 4,989.96
37	37043146 CL900203	07/10/2019	COMMUNITY GATEPATH A/P - YEAR END ACCRUALS	080-6500-0-9516-00-5050-2100-650000-030-0000					15,300.00 Sub total: 15,300.00
37	37043269 CL900300	07/23/2019	CONSTRUCTION TESTING SERVICES A/P - YEAR END ACCRUALS	210-0000-0-9516-00-0000-8500-054400-005-0000					864.96 Sub total: 864.96
37	37043128 CL900155 CL900154	07/03/2019	CREATIVE LEARNING CENTER A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS	080-6500-0-9516-00-5050-2100-650000-030-0000 080-6500-0-9516-00-5050-2100-650000-030-0000					570.00 2,403.45 Sub total: 2,973.45
37	37043188 CL900250	07/12/2019	CROWN EQUIPMENT CORPORATION A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-075000-070-0000					85.00 Sub total: 85.00
37	37043096 CL900106 CL900105	07/03/2019	CSEA A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000 010-0000-0-9516-00-0000-0000-000000-000-0000					136.00 12,167.13 Sub total: 12,303.13
37	37043097 CL900107	07/03/2019	CSEA CHAPTER #205 A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000					532.00 Sub total: 532.00
37	37043147 CL900215	07/10/2019	CURRIE, KAREN A/P - YEAR END ACCRUALS	010-0000-0-9516-00-1110-1000-018700-030-0000					172.18 Sub total: 172.18
37	37043129 CL900153 CL900151 CL900149 CL900148 CL900147 CL900152 CL900150	07/03/2019	DANNIS WOLIVER KELLEY A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7100-071200-030-0000 010-0000-0-9516-00-0000-7100-071200-030-0000 010-0000-0-9516-00-0000-7100-071200-030-0000 010-0000-0-9516-00-0000-7100-071200-030-0000 010-0000-0-9516-00-0000-7100-071200-030-0000 210-0000-0-9516-00-0000-8500-075000-070-0000 210-0000-0-9516-00-0000-8500-075000-070-0000					140.00 504.50 78.00 84.00 421.50 304.50 85.50 Sub total: 1,618.00
37	37043148 CL900212	07/10/2019	DAVIS, KEVIN A/P - YEAR END ACCRUALS	018-0000-0-9516-00-1110-1000-709099-023-0000					618.43 Sub total: 618.43

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043198	07/16/2019	DE LAGE LANDEN						
	PO010040		LEASE FOR COPIER HR & BUSINESS	010-0000-0-5622-00-0000-7300-071500-030-0000					201.65
	PO010040		LEASE FOR COPIER HR & BUSINESS	010-0000-0-5622-00-0000-7400-071300-030-0000					201.65
	PO010038		Copiers Lease	010-0000-0-5622-00-0000-7550-071800-030-0000					888.35
	PO010038		Copiers Lease	010-0000-0-5622-00-0000-7550-071800-030-0000					403.30
	PO010038		Copiers Lease	010-0000-0-5622-00-0000-7550-071800-030-0000					403.30
	PO010038		Copiers Lease	010-0000-0-5622-00-0000-7550-071800-030-0000					403.30
	PO010038		Copiers Lease	010-0000-0-5622-00-0000-7550-071800-030-0000					403.30
								Sub total:	2,904.85
37	37043307	07/30/2019	DE LAGE LANDEN						
	PO010038		Copiers Lease	010-0000-0-5622-00-0000-7550-071800-030-0000					806.60
	PO010038		Copiers Lease	010-0000-0-5622-00-0000-7550-071800-030-0000					516.66
	PO010038		Copiers Lease	010-0000-0-5622-00-0000-7550-071800-030-0000					403.30
	PO010038		Copiers Lease	010-0000-0-5622-00-0000-7550-071800-030-0000					403.30
	PO010039		LEASE FOR COPIER SP ED-CURRIC	010-0000-0-5622-00-0000-7550-071800-030-0000					271.41
	PO010041		LEASE FOR HR PRINTER	010-0000-0-5622-00-0000-7550-071800-030-0000					102.46
								Sub total:	2,503.73
37	37043098	07/03/2019	DE LAGE LANDEN FINANCIAL SERV						
	CL900139		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-2100-041500-030-0000					135.71
	CL900141		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7400-071300-030-0000					94.83
	CL900144		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-071800-030-0000					403.30
	CL900143		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-071800-030-0000					403.30
	CL900142		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-071800-030-0000					516.66
	CL900140		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-071800-030-0000					806.60
	CL900138		A/P - YEAR END ACCRUALS	080-6500-0-9516-00-5050-2100-650000-030-0000					135.70
								Sub total:	2,496.10
37	37043251	07/23/2019	DE LAGE LANDEN FINANCIAL SERV						
	PO010085		COPIER LEASE FOR PRESCHOOL	080-3310-0-5622-00-5730-1110-331000-030-0000					153.69
								Sub total:	153.69
37	37043284	07/26/2019	DECKER INC						
	PO091050		SUPPLIES	050-8150-0-4380-00-0000-8100-810000-070-0000					917.00
								Sub total:	917.00
37	37043099	07/03/2019	DELTA DENTAL AB528						
	CL900115		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7600-083000-030-0000					107.99
								Sub total:	107.99
37	37043149	07/10/2019	DEMSEY FILLIGER & ASSOCIATES						
	CL900226		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7300-071500-030-0000					750.00
								Sub total:	750.00
37	37043212	07/16/2019	DEPARTMENT OF JUSTICE						
	CL900258		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7400-071300-030-0000					783.00
	CL900256		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7400-071300-030-0000					763.00
								Sub total:	1,546.00
37	37043118	07/03/2019	DEPARTMENT OF SOCIAL SERVICES						
	PO029000		LICENSING FOR PRESCHOOLS	120-6105-0-5846-00-0001-1000-610500-030-0000					484.00
								Sub total:	484.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043252 PO029001	07/23/2019	DEPARTMENT OF SOCIAL SERVICES LICENSING FOR PRESCHOOLS	120-6105-0-5846-00-0001-1000-610500-030-0000					242.00 Sub total: 242.00
37	37043119 PO010016 PO010016 PO010016	07/03/2019	DIGITAL SCHOOLS LLC QUARTERLY SUBSCRIP DIGITAL SCH QUARTERLY SUBSCRIP DIGITAL SCH QUARTERLY SUBSCRIP DIGITAL SCH	010-0000-0-5830-00-0000-3130-076200-030-0000 010-0000-0-5830-00-0000-7300-071500-030-0000 010-0000-0-5830-00-0000-7400-071300-030-0000					13,630.46 40,891.40 13,630.46 Sub total: 68,152.32
37	37043308 PO091057	07/30/2019	DISCOUNT PLAYGROUND SUPPLY INC SUPPLIES	050-8150-0-4380-00-0000-8100-810000-070-0000					1,338.11 Sub total: 1,338.11
37	37043150 CL900224	07/10/2019	DUONG, DUNG A/P - YEAR END ACCRUALS	080-6500-0-9516-00-5050-2100-650000-030-0000					26.22 Sub total: 26.22
37	37043120 PO091012	07/03/2019	E2E EXCHANGE LLC E-Rate Consulting Svc. 2019-20	010-0000-0-5830-00-0000-7700-072300-030-0000					2,300.00 Sub total: 2,300.00
37	37043285 PO010086	07/26/2019	ECOLAB PEST ELIM. DIV PEST CONTROL	010-0000-0-5530-00-0000-8200-075000-070-0000					1,825.76 Sub total: 1,825.76
37	37043121 PO050003	07/03/2019	EDCLUB INC licensing	018-0000-0-5846-00-1110-1000-709000-030-0000					6,000.00 Sub total: 6,000.00
37	37043253 PO091032	07/23/2019	ENVIRONMENTAL.COM MEMBERSHIP FEE	010-0000-0-5300-00-0000-8200-075000-070-0000					500.00 Sub total: 500.00
37	37043286 PO010058 PO010058	07/26/2019	FEDEX UNION BANK, DE & CHEVRON PAYMT UNION BANK, DE & CHEVRON PAYMT	010-0000-0-5910-00-0000-7300-071500-030-0000 050-8150-0-5910-00-0000-8100-810000-070-0000					25.88 7.00 Sub total: 32.88
37	37043151 CL900182	07/10/2019	FELICANO, ROBERT A/P - YEAR END ACCRUALS	010-0000-0-9516-00-1110-1000-018700-030-0000					285.16 Sub total: 285.16
37	37043287 PO091043	07/26/2019	FERGUSON ENTERPRISES SUPPLIES	050-8150-0-4380-00-0000-8100-810000-070-0000					500.30 Sub total: 500.30
37	37043100 CL900129	07/03/2019	FLANIGAN, TERESA A/P - YEAR END ACCRUALS	040-0000-0-9516-00-0000-0000-000000-000-0000					59.00 Sub total: 59.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043180 PO050010	07/10/2019	FOLLETT SCHOOL SOLUTIONS INC supplies	018-0000-0-4310-00-1110-1000-739500-030-0000					405.00 Sub total: 405.00
37	37043309 PO010011	07/30/2019	FRY'S ELECTRONICS INC Technology Purchases 2019-20	010-0000-0-4310-00-0000-7700-072300-030-0000					26.12 Sub total: 26.12
37	37043101 CL900126	07/03/2019	FUNG, PETER A/P - YEAR END ACCRUALS	040-0000-0-9516-00-0000-0000-000000-000-0000					59.00 Sub total: 59.00
37	37043152 CL900190	07/10/2019	G2SOLUTIONS INC A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7400-071300-030-0000					15.75 Sub total: 15.75
37	37043213 CL900275	07/16/2019	GALVAN, VERONICA A/P - YEAR END ACCRUALS	080-6500-0-9516-00-5050-2100-650000-030-0000					30.00 Sub total: 30.00
37	37043214 CL900260 CL900259	07/16/2019	GARDA CL WEST A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS	130-5310-0-9516-00-0000-3700-531000-090-0000 130-5310-0-9516-00-0000-3700-531000-090-0000					41.14 33.81 Sub total: 74.95
37	37043254 PO091037	07/23/2019	GARDENLAND POWER EQUIPMENT SUPPLIES	018-0000-0-4360-00-0000-3600-723000-070-0000					34.79 Sub total: 34.79
37	37043215 CL900273 CL900272 CL900271 CL900270 CL900269	07/16/2019	GATEWAY LEARNING GROUP INC A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS	080-6500-0-9516-00-5050-2100-650000-030-0000 080-6500-0-9516-00-5050-2100-650000-030-0000 080-6500-0-9516-00-5050-2100-650000-030-0000 080-6500-0-9516-00-5050-2100-650000-030-0000 080-6500-0-9516-00-5050-2100-650000-030-0000					5,541.00 966.00 63.00 78.75 729.00 Sub total: 7,377.75
37	37043310 PO091059	07/30/2019	GEARY PACIFIC SUPPLY SUPPLIES	050-8150-0-4380-00-0000-8100-810000-070-0000					219.20 Sub total: 219.20
37	37043189 CL900252	07/12/2019	GEORGES FUEL AND AUTO REPAIR A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-075000-070-0000					32.70 Sub total: 32.70
37	37043199 PO090000	07/16/2019	GOYAL, RAHUL LUNCH REFUND	130-5310-0-8634-00-0000-3700-531000-090-0000					13.00 Sub total: 13.00
37	37043311 PO091055	07/30/2019	GRAINGER SUPPLIES	050-8150-0-4380-00-0000-8100-810000-070-0000					644.48 Sub total: 644.48

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
37	37043153 CL900183	07/10/2019 GRAYSTAR DESIGN A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7180-071400-030-0000 Sub total:	745.00 745.00
37	37043154 CL900189 CL900188	07/10/2019 GREENSPAN, DANA A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-3130-076200-030-0000 010-0000-0-9516-00-0000-3130-076200-030-0000 Sub total:	1,250.00 3,750.00 5,000.00
37	37043155 CL900186	07/10/2019 GUMFORY-ESQUIBEL, STACY A/P - YEAR END ACCRUALS		080-6500-0-9516-00-5050-2100-650000-030-0000 Sub total:	30.00 30.00
37	37043216 CL900261	07/16/2019 HANGAL, SWATI A/P - YEAR END ACCRUALS		080-6500-0-9516-00-5050-2100-650000-030-0000 Sub total:	19.49 19.49
37	37043130 CL900160 CL900159	07/03/2019 HANSAN FLOORING COMPANY A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS		050-8150-0-9516-00-0000-8100-810000-070-0000 050-8150-0-9516-00-0000-8100-810000-070-0000 Sub total:	5,772.00 500.00 6,272.00
37	37043156 CL900191	07/10/2019 HARRIS SCHOOL SOLUTIONS A/P - YEAR END ACCRUALS		130-5310-0-9516-00-0000-3700-531000-090-0000 Sub total:	143.75 143.75
37	37043122 PO030001	07/03/2019 HEARTREADY AED PROGRAM 2019-20 SCHOOL YR		010-0000-0-5830-00-0000-7300-071500-030-0000 Sub total:	4,776.00 4,776.00
37	37043235 CL900290	07/19/2019 HOME DEPOT CREDIT SERVICES A/P - YEAR END ACCRUALS		050-8150-0-9516-00-0000-8100-810000-070-0000 Sub total:	92.51 92.51
37	37043200 PO050004	07/16/2019 HOUGHTON MIFFLIN HARCOURT consultant for pd		018-0000-0-5825-00-1110-1000-709000-030-0000 Sub total:	2,800.00 2,800.00
37	37043157 CL900222	07/10/2019 HUANG, APRIL A/P - YEAR END ACCRUALS		018-0000-0-9516-00-1110-1000-709099-023-0000 Sub total:	463.38 463.38
37	37043312 PO091065	07/30/2019 HUBBARD, KELLY CONTRACTED SERVICE		018-0000-0-5830-00-0000-3600-723000-070-0000 Sub total:	300.00 300.00
37	37043190 CL900251	07/12/2019 IDN WILCO INC A/P - YEAR END ACCRUALS		050-8150-0-9516-00-0000-8100-810000-070-0000 Sub total:	457.80 457.80
37	37043201 PO050013	07/16/2019 ILLUMINATE EDUCATION INC licensing renewal		010-0000-0-5846-00-0000-2100-062100-030-0000 Sub total:	31,099.75 31,099.75

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043255	07/23/2019	INTERSTATE ALL BATTERY CENTER						
	PO091025		SUPPLIES	018-0000-0-4360-00-0000-3600-723000-070-0000					924.30
	PO091025		SUPPLIES	050-8150-0-4380-00-0000-8100-810000-070-0000					422.05
								Sub total:	1,346.35
37	37043181	07/10/2019	JIVE COMMUNICATIONS INC						
	PO091015		Jive Monthly/Data Svc Charges	010-0000-0-5830-00-0000-7700-072300-030-0000					10,689.47
								Sub total:	10,689.47
37	37043256	07/23/2019	JOHNSTONE SUPPLY OAKLAND						
	PO091030		SUPPLIES	050-8150-0-4380-00-0000-8100-810000-070-0000					39.06
								Sub total:	39.06
37	37043313	07/30/2019	JOHNSTONE SUPPLY OAKLAND						
	PO091056		SUPPLIES	050-8150-0-4380-00-0000-8100-810000-070-0000					120.01
								Sub total:	120.01
37	37043102	07/03/2019	KAISER FOUNDATION HEALTH PLAN						
	CL900116		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000					383,172.13
	CL900118		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7600-083000-030-0000					3,196.89
	CL900117		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7600-083000-030-0000					4,431.99
								Sub total:	390,801.01
37	37043202	07/16/2019	KANUNGO, JHUMA						
	PV000001		CLASSROOM/OFFICE SUPPLIES	080-6500-0-4310-00-5050-2100-650000-030-0000					85.27
								Sub total:	85.27
37	37043191	07/12/2019	KELLY MOORE PAINT CO INC						
	CL900253		A/P - YEAR END ACCRUALS	050-8150-0-9516-00-0000-8100-810000-070-0000					96.22
								Sub total:	96.22
37	37043203	07/16/2019	LACY, LYDIA						
	PV000002		CLASSROOM/OFFICE SUPPLIES	080-6500-0-4310-00-5050-2100-650000-030-0000					17.95
								Sub total:	17.95
37	37043257	07/23/2019	LAKE SHORE LEARNING MATERIALS						
	PO060012		Subscription Sandi Training	080-6500-0-5300-00-5050-2100-650000-030-0000					9,920.00
								Sub total:	9,920.00
37	37043217	07/16/2019	LANE, KATELYN						
	CL900262		A/P - YEAR END ACCRUALS	080-6500-0-9516-00-5050-2100-650000-030-0000					75.90
								Sub total:	75.90
37	<37040770> Canceled	07/08/2019	LESEC, SHARON						
	PV900446		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-1110-1000-018199-025-0000				<	67.04 >
								Sub total: <	67.04 >
37	37043218	07/16/2019	LEXISNEXIS RISK SOLUTIONS						
	CL900263		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-3130-076200-030-0000					250.00
								Sub total:	250.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043225 PO010078	07/19/2019	LIGHTHOUSE BLUE 2019-20 COMMUNICATION SERVICES	010-0000-0-5830-00-0000-7180-071400-030-0000					3,000.00 Sub total: 3,000.00
37	37043236 CL900297	07/19/2019	LO, ANNADYL A/P - YEAR END ACCRUALS	080-6500-0-9516-00-5001-2100-650000-030-0000					30.00 Sub total: 30.00
37	37043314 PO091064 PO091064	07/30/2019	LOWE'S BUSINESS ACCOUNT SUPPLIES SUPPLIES	010-0000-0-4380-00-0000-8200-075000-070-0000 050-8150-0-4380-00-0000-8100-810000-070-0000					1,085.31 140.79 Sub total: 1,226.10
37	37043158 CL900206	07/10/2019	MEDICAL BILLING TECHNOLOGIES A/P - YEAR END ACCRUALS	080-6500-0-9516-00-5050-2100-650000-030-0000					100.00 Sub total: 100.00
37	37043219 CL900267 CL900266	07/16/2019	MEDICAL BILLING TECHNOLOGIES A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS	080-6500-0-9516-00-5050-2100-650000-030-0000 080-6500-0-9516-00-5050-2100-650000-030-0000					292.50 3,606.24 Sub total: 3,898.74
37	37043226 PO010073	07/19/2019	MEDICAL BILLING TECHNOLOGIES MAA/Medical Billing	080-6500-0-5830-00-5050-2100-650000-030-0000					1,000.00 Sub total: 1,000.00
37	37043159 CL900205	07/10/2019	MEDISCAN STAFFING SERVICES INC A/P - YEAR END ACCRUALS	080-6500-0-9516-00-5050-2100-650000-030-0000					3,262.50 Sub total: 3,262.50
37	37043160 CL900209	07/10/2019	MENDOZA, TERESA A/P - YEAR END ACCRUALS	080-6500-0-9516-00-5050-2100-650000-030-0000					3,950.00 Sub total: 3,950.00
37	37043237 CL900299	07/19/2019	METRO LIGHTING PRODUCTS A/P - YEAR END ACCRUALS	050-8150-0-9516-00-0000-8100-810000-070-0000					887.48 Sub total: 887.48
37	37043288 PO091048	07/26/2019	METRO LIGHTING PRODUCTS SUPPLIES	050-8150-0-4380-00-0000-8100-810000-070-0000					366.05 Sub total: 366.05
37	37043103 CL900145	07/03/2019	MOBILE MODULAR MANAGEMENT CORP A/P - YEAR END ACCRUALS	250-0000-0-9516-00-0000-8100-056000-080-0000					1,740.00 Sub total: 1,740.00
37	37043315 PO010080 PO010082 PO010081	07/30/2019	MOBILE MODULAR MANAGEMENT CORP RENTALS OF PORTABLES PORTABLE RENTAL PORTABLE RENTAL	250-0000-0-5652-00-0000-8100-056000-080-0000 250-0000-0-5652-00-0000-8100-056300-009-0000 250-0000-0-5652-00-0000-8100-056400-011-0000					1,740.00 580.00 327.50-

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
	PO010081		PORTABLE RENTAL	250-0000-0-5652-00-0000-8100-056400-011-0000					655.00
								Sub total:	2,647.50
37	37043161	07/10/2019	MURDOCK, PAM						
	CL900185		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-2420-045500-030-0000					14.24
								Sub total:	14.24
37	37043289	07/26/2019	N2Y LLC						
	PO060011		Subscriptions	080-6500-0-5300-00-5050-2100-650000-030-0000					5,250.00
	PO060011		Subscriptions	080-6500-0-5300-00-5050-2100-650000-030-0000					6,412.96
								Sub total:	11,662.96
37	37043162	07/10/2019	NEOFUNDS						
	CL900221		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7300-071500-030-0000					6,020.00
								Sub total:	6,020.00
37	37043192	07/12/2019	OFFICE DEPOT						
	CL900236		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7700-072300-030-0000					91.91
								Sub total:	91.91
37	37043204	07/16/2019	OFFICE DEPOT						
	PO010057		OFFICE SUPPLIES FOR BUSINESS	010-0000-0-4310-00-0000-7300-071500-030-0000					55.64
	PO010057		OFFICE SUPPLIES FOR BUSINESS	010-0000-0-4310-00-0000-7300-071500-030-0000					181.09
								Sub total:	236.73
37	37043258	07/23/2019	OFFICE DEPOT						
	PO091036		SUPPLIES	010-0000-0-4310-00-0000-7700-072300-030-0000					65.39
								Sub total:	65.39
37	37043259	07/23/2019	PACE SUPPLY CORP						
	PO091029		SUPPLIES	050-8150-0-4380-00-0000-8100-810000-070-0000					91.21
	PO091029		SUPPLIES	050-8150-0-4380-00-0000-8100-810000-070-0000					201.65
								Sub total:	292.86
37	37043325	07/30/2019	PACIFIC CONTRACTORS GROUP INC						
	CL900339		A/P - YEAR END ACCRUALS	210-0000-0-9516-00-0000-8500-059900-025-0000					162,144.01
								Sub total:	162,144.01
37	37043104	07/03/2019	PACIFIC GAS AND ELECTRIC						
	CL900136		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-075000-070-0000					4,181.40
	CL900135		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-075000-070-0000					8,598.72
	CL900134		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-075000-070-0000					7,366.07
	CL900133		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-075000-070-0000					8,039.33
								Sub total:	28,185.52
37	37043193	07/12/2019	PACIFIC GAS AND ELECTRIC						
	CL900231		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-075000-070-0000					2,337.15
	CL900232		A/P - YEAR END ACCRUALS	018-0000-0-9516-00-0000-3600-723000-070-0000					1,034.13
								Sub total:	3,371.28
37	37043238	07/19/2019	PACIFIC GAS AND ELECTRIC						
	CL900279		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-075000-070-0000					10,753.87

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	CL900278	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-075000-070-0000	63.76
	CL900277	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-075000-070-0000	55.16
				Sub total:	10,872.79
37	37043270	07/23/2019	PACIFIC GAS AND ELECTRIC		
	CL900318	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-075000-070-0000	5,026.74
	CL900319	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-075000-070-0000	61.47
				Sub total:	5,088.21
37	37043275	07/26/2019	PACIFIC GAS AND ELECTRIC		
	CL900328	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-075000-070-0000	1,992.44
	CL900327	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-075000-070-0000	4,205.76
	CL900324	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-075000-070-0000	3,972.88
	CL900326	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-075000-070-0000	6,116.08
	CL900325	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-075000-070-0000	23.98
				Sub total:	16,311.14
37	<37040897> Canceled	07/08/2019	PADILLA, MICHELLE		
	PV900502	TRAVEL ALLOWANCE-CERTIFICATED		080-3320-0-5201-00-5730-2100-332000-030-0000	16.35
				Sub total:	16.35
37	37043227	07/19/2019	PALACE		
	PO091011	FURNITURE		210-0000-0-4310-00-0000-8100-059400-030-0000	706.22
				Sub total:	706.22
37	37043290	07/26/2019	PANORAMA EDUCATION INC		
	PO060024	Licences and Project Managemen		018-0000-0-5210-00-0000-2100-709000-030-0000	67,000.00
				Sub total:	67,000.00
37	37043316	07/30/2019	PAUL H BROOKES PUBLISHING CO		
	PO060014	Protocols		080-6500-0-4200-00-5050-2100-650000-030-0000	13.50
	PO060014	Protocols		080-6500-0-4200-00-5050-2100-650000-030-0000	149.95
	PO060014	Protocols		080-6500-0-4200-00-5050-2100-650000-030-0000	19.49
	PO060014	Protocols		080-6500-0-9512-00-0000-0000-000000-000-0000	13.50
				Sub total:	169.44
37	37043291	07/26/2019	PAVIA, TELINA		
	PO090001	LUNCH REFUND		130-5310-0-8634-00-0000-3700-531000-090-0000	62.80
				Sub total:	62.80
37	37043105	07/03/2019	PERRY, ANGELES		
	CL900128	A/P - YEAR END ACCRUALS		040-0000-0-9516-00-0000-0000-000000-000-0000	59.00
				Sub total:	59.00
37	37043163	07/10/2019	PINE HILL SCHOOL INC		
	CL900219	A/P - YEAR END ACCRUALS		080-6500-0-9516-00-5050-2100-650000-030-0000	1,652.00
				Sub total:	1,652.00
37	37043239	07/19/2019	PINE HILL SCHOOL INC		
	CL900294	A/P - YEAR END ACCRUALS		080-6500-0-9516-00-5050-2100-650000-030-0000	5,264.00
				Sub total:	5,264.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043260 PO060017	07/23/2019	PINEPRESS Parent Handbook	010-0000-0-4310-00-0000-2100-043800-030-0000					626.75 Sub total: 626.75
37	37043261 PO060022 PO040002 PO040004 PO040003	07/23/2019	POWERSCHOOL GROUP LLC 504 module SIS ADDITIONAL SUPPORT SIS HOSTING FOR FY 19-20 HR SYSTEMS RENEWALS	010-0000-0-5830-00-0000-2100-043800-030-0000 010-0000-0-5830-00-0000-3130-076200-030-0000 010-0000-0-5830-00-0000-3130-076200-030-0000 010-0000-0-5830-00-0000-7400-071300-030-0000					3,944.00 1,030.00 22,036.00 34,729.47 Sub total: 61,739.47
37	37043292 PO010088	07/26/2019	PREMIER RECYCLE COMPANY DISPOSAL SERVICE	010-0000-0-5515-00-0000-8200-075000-070-0000					679.45 Sub total: 679.45
37	37043164 CL900208	07/10/2019	QBS INC A/P - YEAR END ACCRUALS	080-6500-0-9516-00-5050-2100-650000-030-0000					20.00 Sub total: 20.00
37	37043276 CL900329	07/26/2019	QBS INC A/P - YEAR END ACCRUALS	080-6500-0-9516-00-5050-2100-650000-030-0000					88.00 Sub total: 88.00
37	37043165 CL900220	07/10/2019	QUILL CORPORATION A/P - YEAR END ACCRUALS	010-0000-0-9516-00-1110-1000-018700-030-0000					252.50 Sub total: 252.50
37	37043194 CL900227	07/12/2019	QUILL CORPORATION A/P - YEAR END ACCRUALS	010-0000-0-9516-00-1110-1000-018700-030-0000					862.45 Sub total: 862.45
37	37043205 PO010001	07/16/2019	QUILL CORPORATION classroom/office supplies	010-0000-0-4310-00-0000-2100-041500-030-0000					197.84 Sub total: 197.84
37	37043293 PO091044 PO091044	07/26/2019	RAPID RECOVERY CONTRACTED SERVICE CONTRACTED SERVICE	050-8150-0-5830-00-0000-8100-810000-070-0000 050-8150-0-5830-00-0000-8100-810000-070-0000					300.00 200.25 Sub total: 500.25
37	37043131 CL900146	07/03/2019	READYREFRESH A/P - YEAR END ACCRUALS	250-0000-0-9516-00-0000-8100-056300-009-0000					33.04 Sub total: 33.04
37	37043240 CL900296 CL900295	07/19/2019	READYREFRESH A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS	210-0000-0-9516-00-0000-8100-054400-005-0000 210-0000-0-9516-00-0000-8100-054400-005-0000					10.88 53.97 Sub total: 64.85
37	37043294 PO010030	07/26/2019	REFRIGERATION SUPPLIES DIST REFRIGERATION SUPPLIES	130-5310-0-5600-00-0000-3700-531000-090-0000					39.00 Sub total: 39.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043271 CL900317	07/23/2019	REYNOLDS, LANISHA A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-3600-043800-030-0000					1,445.82 Sub total: 1,445.82
37	37043166 CL900196	07/10/2019	REYNOLDS, LINDA A/P - YEAR END ACCRUALS	040-0000-0-9516-00-0000-0000-000000-000-0000					59.00 Sub total: 59.00
37	37043262 PO091027	07/23/2019	RFI ENTERPRISES INC CONTRACTED SERVICES - REPAIRS	050-8150-0-5675-00-0000-8100-810000-070-0000					379.82 Sub total: 379.82
37	37043167 CL900211	07/10/2019	RIEHL, SHANA A/P - YEAR END ACCRUALS	060-4203-0-9516-00-0000-2100-420300-030-0000					143.85 Sub total: 143.85
37	37043206 PO030003	07/16/2019	RISO INC RISO MAINTENANCE 3,500,000	010-0000-0-5830-00-1110-1000-018199-016-0000					767.18 Sub total: 767.18
37	37043317 PO060010	07/30/2019	RIVERSIDE INSIGHTS Protocols/Test Kits	080-6500-0-5830-00-5050-2100-650000-030-0000					2,526.07 Sub total: 2,526.07
37	37043168 CL900197	07/10/2019	ROBERTS, KATHLEEN A/P - YEAR END ACCRUALS	040-0000-0-9516-00-0000-0000-000000-000-0000					59.00 Sub total: 59.00
37	<37040924> Canceled PV900525	07/08/2019	ROBINSON, LLOYD CONFERENCE EXPENSES	018-0000-0-5220-00-1110-1000-709099-080-0000				<	23.33 > Sub total: < 23.33 >
37	37043132 CL900162	07/03/2019	ROMANDER, RACHELLE A/P - YEAR END ACCRUALS	060-9010-0-9516-00-0000-7490-900400-016-0000					540.03 Sub total: 540.03
37	37043295 PO091047	07/26/2019	SAFETY KLEEN CORPORATION CONTRACTED SERVICE	018-0000-0-5830-00-0000-3600-723000-070-0000					238.00 Sub total: 238.00
37	37043207 PO040000	07/16/2019	SAN JOAQUIN COE EDJOIN FEES FY 19-20	010-0000-0-5830-00-0000-7400-071300-030-0000					948.00 Sub total: 948.00
37	37043277 CL900316	07/26/2019	SANTA CLARA COE A/P - YEAR END ACCRUALS	060-6690-0-9516-00-0000-0000-000000-000-0000					1,997.96 Sub total: 1,997.96
37	37043220 CL900274	07/16/2019	SANTIAGO, DOVHILYN A/P - YEAR END ACCRUALS	080-6500-0-9516-00-5050-2100-650000-030-0000					28.32 Sub total: 28.32

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043123 PO080001	07/03/2019	SCCSBA 2019-20 MEMBERSHIP DUES	010-0000-0-5300-00-0000-7100-071200-030-0000					480.00 Sub total: 480.00
37	37043124 PO080002	07/03/2019	SCHOOLS FOR SOUND FINANCE 20109-20 MEMBERSHIP DUES	010-0000-0-5300-00-0000-7100-071200-030-0000					4,000.00 Sub total: 4,000.00
37	37043106 CL900130	07/03/2019	SEGALL, KIM B A/P - YEAR END ACCRUALS	080-6500-0-9516-00-5050-2100-650000-030-0000					1,700.00 Sub total: 1,700.00
37	37043133 CL900158	07/03/2019	SERVICE UNLIMITED INC A/P - YEAR END ACCRUALS	050-8150-0-9516-00-0000-8100-810000-070-0000					1,530.00 Sub total: 1,530.00
37	37043169 CL900210	07/10/2019	SILICON VALLEY COMMUNITY NEWS A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7300-071500-030-0000					499.00 Sub total: 499.00
37	37043195 CL900254	07/12/2019	SITEONE LANDSCAPE SUPPLY A/P - YEAR END ACCRUALS	050-8150-0-9516-00-0000-8100-810000-070-0000					55.07 Sub total: 55.07
37	37043263 PO091026 PO091026	07/23/2019	SITEONE LANDSCAPE SUPPLY SUPPLIES SUPPLIES	050-8150-0-4380-00-0000-8100-810000-070-0000 050-8150-0-4380-00-0000-8100-810000-070-0000					122.13 66.04 Sub total: 188.17
37	37043134 CL900163	07/03/2019	SMILEY, ROBERT A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-075000-070-0000					35.45 Sub total: 35.45
37	37043196 CL900235	07/12/2019	SODEXO INC & AFFILIATES A/P - YEAR END ACCRUALS	130-5310-0-9516-00-0000-3700-531000-090-0000					24,626.05 Sub total: 24,626.05
37	37043221 CL900255	07/16/2019	SODEXO INC & AFFILIATES A/P - YEAR END ACCRUALS	130-5310-0-9516-00-0000-3700-531000-090-0000					1,130.71 Sub total: 1,130.71
37	37043125 PO091000	07/03/2019	SOLUTIONS SIMPLIFIED Forescout Renewal (1) YR	010-0000-0-5846-00-0000-7700-072300-030-0000					33,820.75 Sub total: 33,820.75
37	37043228 PO010059 PO010059 PO010059 PO010059	07/19/2019	SONITROL/PACIFIC WEST SECURITY CONTRACTED SERVICE - SECURITY CONTRACTED SERVICE - SECURITY CONTRACTED SERVICE - SECURITY CONTRACTED SERVICE - SECURITY	010-0000-0-5830-00-0000-8100-073200-070-0000 010-0000-0-5830-00-0000-8100-073200-070-0000 010-0000-0-5830-00-0000-8100-073200-070-0000 010-0000-0-5830-00-0000-8100-073200-070-0000					579.00 4,215.00 1,653.00 648.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
	PO010059	CONTRACTED SERVICE - SECURITY		010-0000-0-5830-00-0000-8100-073200-070-0000					1,947.00
	PO010059	CONTRACTED SERVICE - SECURITY		010-0000-0-5830-00-0000-8100-073200-070-0000					411.00
	PO010059	CONTRACTED SERVICE - SECURITY		010-0000-0-5830-00-0000-8100-073200-070-0000					2,409.00
	PO010059	CONTRACTED SERVICE - SECURITY		010-0000-0-5830-00-0000-8100-073200-070-0000					2,244.00
	PO010059	CONTRACTED SERVICE - SECURITY		010-0000-0-5830-00-0000-8100-073200-070-0000					2,466.00
	PO010059	CONTRACTED SERVICE - SECURITY		010-0000-0-5830-00-0000-8100-073200-070-0000					1,677.00
	PO010059	CONTRACTED SERVICE - SECURITY		010-0000-0-5830-00-0000-8100-073200-070-0000					1,878.00
	PO010059	CONTRACTED SERVICE - SECURITY		010-0000-0-5830-00-0000-8100-073200-070-0000					2,295.00
	PO010060	CONTRACTED SERVICE		010-0000-0-5830-00-0000-8200-075000-070-0000					105.00
	PO010060	CONTRACTED SERVICE		010-0000-0-5830-00-0000-8200-075000-070-0000					105.00
	PO010060	CONTRACTED SERVICE		010-0000-0-5830-00-0000-8200-075000-070-0000					105.00
	PO010060	CONTRACTED SERVICE		010-0000-0-5830-00-0000-8200-075000-070-0000					105.00
	PO010060	CONTRACTED SERVICE		010-0000-0-5830-00-0000-8200-075000-070-0000					105.00
	PO010060	CONTRACTED SERVICE		010-0000-0-5830-00-0000-8200-075000-070-0000					105.00
	PO010060	CONTRACTED SERVICE		010-0000-0-5830-00-0000-8200-075000-070-0000					105.00
	PO010060	CONTRACTED SERVICE		010-0000-0-5830-00-0000-8200-075000-070-0000					93.00
								Sub total:	23,250.00
37	37043241	07/19/2019 SONITROL/PACIFIC WEST SECURITY							
	CL900289	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8100-073200-070-0000					570.00
								Sub total:	570.00
37	37043107	07/03/2019 STANDARD INSURANCE COMPANY							
	CL900119	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-0000-000000-000-0000					3,239.08
								Sub total:	3,239.08
37	37043264	07/23/2019 STAPLES BUSINESS CREDIT							
	PO010031	OFFICE SUPPLIES		130-5310-0-4310-00-0000-3700-531000-090-0000					217.05
								Sub total:	217.05
37	37043135	07/03/2019 STAR ELEVATOR INC							
	CL900161	A/P - YEAR END ACCRUALS		050-8150-0-9516-00-0000-8100-810000-070-0000					1,733.45
								Sub total:	1,733.45
37	37043229	07/19/2019 STAR ELEVATOR INC							
	PO010061	CONTRACTED SERVICE		050-8150-0-5830-00-0000-8100-810000-070-0000					1,736.56
								Sub total:	1,736.56
37	37043296	07/26/2019 STATE OF CALIFORNIA							
	PO091045	CONTRACTED SERVICE		010-0000-0-5830-00-0000-8200-075000-070-0000					225.00
								Sub total:	225.00
37	37043170	07/10/2019 SUMMIT PUBLIC SCHOOLS: DENALI							
	CL900166	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-0000-000000-000-0000					77,724.31
								Sub total:	77,724.31
37	37043297	07/26/2019 SUNNYVALE SCHOOL DISTRICT							
	PO012000	NSF Check # 1194		010-0000-0-8699-00-0000-0000-601001-005-0000					115.00
								Sub total:	115.00
37	37043318	07/30/2019 SUPER DUPER PUBLICATIONS							
	PO060007	Test Kit		080-6500-0-4310-00-5050-2100-650000-030-0000					183.12
								Sub total:	183.12

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043298	07/26/2019	SURE FIRE PROTECTION COMP INC						
	PO010087		CONTRACTED SERVICE	050-8150-0-5830-00-0000-8100-810000-070-0000					293.75
	PO010087		CONTRACTED SERVICE	050-8150-0-5830-00-0000-8100-810000-070-0000					293.75
	PO010087		CONTRACTED SERVICE	050-8150-0-5830-00-0000-8100-810000-070-0000					293.75
	PO010087		CONTRACTED SERVICE	050-8150-0-5830-00-0000-8100-810000-070-0000					293.75
								Sub total:	1,175.00
37	37043171	07/10/2019	SWING EDUCATION INC						
	CL900187		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7400-071300-030-0000					18,443.75
								Sub total:	18,443.75
37	37043326	07/30/2019	SWING EDUCATION INC						
	CL900337		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7400-071300-030-0000					10,662.50
								Sub total:	10,662.50
37	37043108	07/03/2019	TAX DEFERRED SOLUTIONS						
	CL900108		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000					195.00
								Sub total:	195.00
37	37043109	07/03/2019	TECHNOLOGY CREDIT UNION						
	CL900109		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000					9,151.14
								Sub total:	9,151.14
37	37043110	07/03/2019	TEXAS LIFE INSURANCE COMPANY						
	CL900120		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000					3,354.33
								Sub total:	3,354.33
37	37043111	07/03/2019	THE STANDARD						
	CL900131		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000					6,991.55
	CL900110		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000					1,108.05
								Sub total:	8,099.60
37	37043299	07/26/2019	THERAPRO INC						
	PO060008		Protocols	080-6500-0-4310-00-5050-2100-650000-030-0000					39.00
	PO060008		Protocols	080-6500-0-4310-00-5050-2100-650000-030-0000					35.10
	PO060008		Protocols	080-6500-0-4310-00-5050-2100-650000-030-0000					390.00
	PO060008		Protocols	080-6500-0-9512-00-0000-0000-000000-000-0000					35.10
								Sub total:	429.00
37	37043265	07/23/2019	THINK SOCIAL PUBLISHING INC						
	PO060015		Supplies	080-6500-0-4200-00-5050-2100-650000-030-0000					505.10
								Sub total:	505.10
37	37043230	07/19/2019	THYSSENKRUPP ELEVATOR						
	PO010034		CONTRACTED SERVICE	050-8150-0-5830-00-0000-8100-810000-070-0000					750.00
	PO010034		CONTRACTED SERVICE	050-8150-0-5830-00-0000-8100-810000-070-0000					1,371.16
								Sub total:	2,121.16
37	37043172	07/10/2019	TIEN, NANCY						
	CL900198		A/P - YEAR END ACCRUALS	040-0000-0-9516-00-0000-0000-000000-000-0000					59.00
								Sub total:	59.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043182 PO080000	07/10/2019	TRANSAMERICA PREMIER LIFE BEN PICARD LIFE INSURANCE	010-0000-0-3402-00-0000-7100-071200-030-0000					5,000.00 Sub total: 5,000.00
37	37043112 CL900121 CL900123 CL900122	07/03/2019	TRUSTMARK INSURANCE COMPANY A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000 010-0000-0-9516-00-0000-7600-083000-030-0000 010-0000-0-9516-00-0000-7600-083000-030-0000					6,853.35 10.53 18.72 Sub total: 6,882.60
37	37043113 CL900125 CL900124	07/03/2019	TRUSTMARK VOL BENEFITS ADMIN A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000 010-0000-0-9516-00-0000-0000-000000-000-0000					616.41 181.13 Sub total: 797.54
37	37043173 CL900204	07/10/2019	TUTOR CORPS A/P - YEAR END ACCRUALS	080-6500-0-9516-00-5050-2100-650000-030-0000					700.00 Sub total: 700.00
37	37043208 PO030002	07/16/2019	U.S. POSTAL SERVICE PO BOX FEE	010-0000-0-5910-00-0000-7300-071500-030-0000					1,390.00 Sub total: 1,390.00
37	37043174 CL900225 CL900225 CL900225 CL900225 CL900225 CL900225	07/10/2019	UNION BANK- 650349 A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7300-071500-030-0000 010-0000-0-9516-00-0000-7300-071500-030-0000 010-0000-0-9516-00-0000-7300-071500-030-0000 010-0000-0-9516-00-0000-7300-071500-030-0000 010-0000-0-9516-00-0000-7300-071500-030-0000 010-0000-0-9516-00-0000-7300-071500-030-0000					1,489.03 3,112.46 332.70 6,569.93 550.34 321.06 Sub total: 12,375.52
37	37043175 CL900165	07/10/2019	USS CAL BUILDERS INC A/P - YEAR END ACCRUALS	210-0000-0-9516-00-0000-8500-054400-005-0000					77,724.01 Sub total: 77,724.01
37	37043327 CL900338	07/30/2019	USS CAL BUILDERS INC A/P - YEAR END ACCRUALS	210-0000-0-9516-00-0000-8500-054400-005-0000					94,809.27 Sub total: 94,809.27
37	37043319 PV000003	07/30/2019	VAN MOUWERIK, LINDA CLASSROOM/OFFICE SUPPLIES	080-3310-0-4310-00-5730-1110-331000-030-0000					46.83 Sub total: 46.83
37	37043222 CL900276	07/16/2019	VAVRINEK TRINE DAY AND CO LLP A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7300-071500-030-0000					13,350.00 Sub total: 13,350.00
37	37043176 CL900223	07/10/2019	WALKER, DENISE A/P - YEAR END ACCRUALS	018-0000-0-9516-00-0000-3600-723000-070-0000					15.00 Sub total: 15.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y	Objt SO	Goal Func	CstCtr	Ste Mngr	Expenditure
37	37043177 CL900213	07/10/2019 A/P - YEAR END ACCRUALS	WATTS, JONATHAN	018-0000-0-9516-00-1110-1000-709099-023-0000					1,593.28 Sub total: 1,593.28
37	37043197 CL900229 CL900230 CL900228	07/12/2019 A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS A/P - YEAR END ACCRUALS	WEX BANK	010-0000-0-9516-00-0000-8200-075000-070-0000 018-0000-0-9516-00-0000-3600-723000-070-0000 050-8150-0-9516-00-0000-8100-810000-070-0000					558.21 372.14 930.35 Sub total: 1,860.70
37	37043231 PO060000	07/19/2019 Renewal Subscripton	WHYTRY LLC	010-0000-0-5830-00-0000-2100-043800-030-0000					495.00 Sub total: 495.00
37	37043300 PO070001	07/26/2019 health supplies	WILLIAM V MACGILL & CO	010-0000-0-9325-00-0000-0000-000000-000-0000					4,176.11 Sub total: 4,176.11
37	37043126 PO080004	07/03/2019 SCHOOLMESSENGER RENEWAL	WISC-EDUCATION	010-0000-0-5830-00-0000-7180-071400-030-0000					15,400.00 Sub total: 15,400.00
37	37043266 PO091035	07/23/2019 SUPPLIES	WOWZY CREATION CORP	010-0000-0-4380-00-0000-8200-075000-070-0000					176.46 Sub total: 176.46
37	37043242 CL900298	07/19/2019 A/P - YEAR END ACCRUALS	WU LI, SILVIA	010-0000-0-9516-00-0000-2100-043800-030-0000					1,816.58 Sub total: 1,816.58
37	37043114 CL900127	07/03/2019 A/P - YEAR END ACCRUALS	YATES, EGNACIA	040-0000-0-9516-00-0000-0000-000000-000-0000					59.00 Sub total: 59.00
37	37043178 CL900207	07/10/2019 A/P - YEAR END ACCRUALS	YELLOW CHECKER CAB COMPANY INC	010-0000-0-9516-00-0000-3600-043800-030-0000					1,000.00 Sub total: 1,000.00
37	37043243 CL900293	07/19/2019 A/P - YEAR END ACCRUALS	YELLOW CHECKER CAB COMPANY INC	010-0000-0-9516-00-0000-3600-043800-030-0000					200.00 Sub total: 200.00
37	37043267 PO060023 PO060023	07/23/2019 Transportation Transportation	YELLOW CHECKER CAB COMPANY INC	010-0000-0-5865-00-0000-3600-043800-030-0000 010-0000-0-5865-00-0000-3600-043800-030-0000					660.00 210.00 Sub total: 870.00
Total Warrants Issued:									3,231,368.53
Total Warrants Canceled:									177.19
Total Warrants (Issued - Canceled):									3,231,191.34



Sunnyvale SD

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

N.5. Approval of Out-of-State Travel Request (Romander) (Ahuja)

Type:

Consent

Description:

Each year, Teachers College at Columbia University hosts Writing Institutes in the summer. This year, there is an institute August 5-9.

The Writing Institute is designed for educators, classroom teachers, school administrators, and curriculum specialists who are committed to turning classrooms into richly literate reading and writing workshops.

Attending the conference is Rachelle Romander, principal of Fairwood Explorer School.

The total cost for this trip will not exceed \$3300, which includes registration, airfare, lodging, transportation and meals. It will be paid through the LCAP Funds under Goal 3, Action 4.

Recommended Motion:

The Superintendent recommends the Board of Education approve the out-of-state travel request for Rachelle Romander to attend the Teachers College Writing Institute in New York August 5-9.



Sunnyvale SD

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

N.6. Approval of General Contractor Agreements (AACI, SWING, Center for Reaching & Teaching the Whole Child, Santa Clara University, BMI Imaging Systems, Illuminate Education, Community Gatepath, Achievekids, CHAC, Briton Education, Adroit Advanced Technologies, El Camino Healthcare District, Zum Services, University of California, Santa Cruz, California Young World, CSU SF State, Greensport Assoc.)(Gallagher)

Type:

Consent

Description:

Support Information

The agreements listed in the attachment below have been tentatively agreed to by Sunnyvale School District management and are subject to approval or ratification by the Board of Education. A signed copy of each agreement, in its entirety, is on file in the Human Resources Department.

Recommended Motion:

The Superintendent recommends that the Board of Education approve the proposed agreement(s) with contractor(s) as listed.

Attachments:

1. General Contracts

Sunnyvale School District
Board of Education

<u>Contractor</u>	<u>Amount/Date</u>	<u>Services</u>
Asian Americans for Community Involvement (AACI) Funding Sources: N/A CON 19-20-43	<i>No Cost to District</i> August 21, 2019 thru June 29, 2020	Will provide the Friday Night / Club Live curriculum to Columbia Sunnyvale Middle Schools to promote programs rich in opportunities and support so young people will less likely engage in problem behaviors and more likely to achieve in school, attend higher education, and secure full-time jobs.
SWING Funding Sources: 0713074K5830 CON 19-20-44	<i>Not to exceed: \$100,000.00</i> July 1, 2019 thru July 30, 2020	Will provide a pool of substitute teachers and other temporary resources.
Center for Reaching & Teaching the Whole Child Funding Sources: 0713074K5830 CON 19-20-45	<i>Not to exceed: \$20,700.00</i> FY 2019 - 2020	Will provide support for the District SEL Coach by helping frame the role, help plan and gather baseline data and provide general guidance.
Santa Clara University Funding Source: N/A CON 19-20-47	<i>No cost to District</i> July 1, 2019 thru June 30, 2022	Will provide student teachers to work with SSD master teachers to practice the teaching profession during the school year.
BMI Imaging Systems, Inc. Funding Sources: 0713074K5830 CON 18-19-122 Amendment #1	<i>Not to exceed: \$15,500.00</i> August 1, 2018 thru June 30, 2019	Will provide scanning services to the Human Resources Department to scan all active employee files.
Illuminate Education Funding Sources: 0621021K5846 CON 19-20-48	<i>Not to exceed: \$31,099.75</i> July 1, 2019 thru June 30, 2020	Will provide software licenses for the grading software for assessment scanning and scoring.
Community Gatepath Funding Sources: 6500C21K5830 CON 19-20-49	<i>Not to exceed: \$308,33.00</i> FY 2019 - 2020	Will provide 4.6 SELPA Occupational Therapist for Cupertino sites.

<p>Achievekids</p> <p>Funding Sources: 6500C18K5830</p> <p>CON 19-20-50</p>	<p><i>Not to exceed:</i> \$94,592.22</p> <p>FY 2019 - 2020</p>	<p>Will provide non-pubic school placements for two students.</p>
<p>CHAC</p> <p>Funding Sources: 6500C21K5830</p> <p>CON 19-20-51</p>	<p><i>Not to exceed:</i> \$150,000.00</p> <p>August 19, 2019 thru June 12, 2020</p>	<p>Will provide counseling services for students at all ten sites.</p>
<p>Briton Education dba Insights to Behavior</p> <p>Funding Sources: 0438021K5830</p> <p>CON 19-20-52</p>	<p><i>Not to exceed:</i> \$17,500.00</p> <p>August 1, 2019 thru June 30, 2020</p>	<p>Will provide a district license for Insights to Behavior (behavior management and training workshops) along with onsite training.</p>
<p>Adroit Advanced Technologies, Inc.</p> <p>Funding Sources: 0438038K5865</p> <p>CON 19-20-53</p>	<p><i>Not to exceed:</i> \$10,000.00</p> <p>July 1, 2019 thru June 30, 2020</p>	<p>Will provide efficient and effective specialized transportation for students of the District.</p>
<p>El Camino Healthcare District</p> <p>Funding Sources: NA</p> <p>CON 19-20-54</p>	<p><i>No cost to District</i></p> <p>FY 2019 - 2020</p>	<p>Will provide a Community Benefit grant for the amount of \$282,000 to fund needed services for the District.</p>
<p>Zum Services, Inc.</p> <p>Funding Sources: 0438038K5865</p> <p>CON 19-20-55</p>	<p><i>Not to exceed:</i> \$45,000.00</p> <p>FY 2019 - 2020</p>	<p>Will provide the Zum application which allows school staff to facilitate transportation contracting and scheduling for transportation of District students.</p>
<p>University of California, Santa Cruz</p> <p>Funding Sources: N/A</p> <p>CON 19-20-56</p>	<p><i>No cost to District</i></p> <p>FY 2019 - 2020</p>	<p>Will provide student teachers to the District so the student teachers may "practice teaching" under the guidance of District Master teachers.</p>
<p>California Young World</p> <p>Funding Sources: N/A</p> <p>CON 19-20-57</p>	<p><i>No cost to District</i></p> <p>August 15, 2019 thru June 30, 2024</p>	<p>Will provide a cooperative arrangement between the District and CYW to better serve District preschool students.</p>
<p>California State University, SF State</p> <p>Funding Sources: N/A</p> <p>CON 19-20-58</p>	<p><i>No cost to District</i></p> <p>August 8, 2019 thru June 30, 2024</p>	<p>Will provide students interested in an unpaid academic internship that will advance their learning towards graduation.</p>

<p>GreenSport Association</p> <p>Funding Sources:</p> <p>CON 19-20-59</p>	<p><i>Not to exceed:</i></p> <p>\$25,000.00</p> <p>September 1, 2019 thru June 30, 2020</p>	<p>Will provide District trained officials for the after school sports at both Middle Schools.</p>
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MG:Imd



Sunnyvale SD

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

N.7. Approval of Consultant Contracts Agreements (Mischelle Valladares) (Gallagher)

Type:

Consent

Description:

Support Information

The following agreements have been tentatively agreed to by Sunnyvale School District management and are subject to approval or ratification by the Board of Education. A signed copy of each agreement, in its entirety, is on file in the Human Resources Department.

Contractor	Amount/Date	Services
Mischelle Valladares Funding Source: 6500C21K5830 CON 19-20-46	Not to Exceed \$43,200 July 1, 2019 thru December 6, 2019	Will provide BCBA services to assigned sites.

Recommended Motion:

The Superintendent recommends that the Board of Education approve the proposed agreement(s) with contractor(s) as listed.



Sunnyvale SD

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

N.8. Approval of Personnel Assignment Order 19-01 (Gallagher)

Type:

Consent

Description:

Support Information Attached.

Recommended Motion:

The Superintendent recommends that the Board of Education approve Personnel Assignment Order 19-01 as presented.

Attachments:

1. Certificated PAO 19-01
2. Classified PAO 19-01

Personnel Assignment Order 19-01

COMMENTSPURPOSE1. Certificateda. Employment

Samantha Ambramovich, Probationary Fourth Grade Teacher
 Cumberland Elementary School
 Column A, Step 1
SACS=0181010R1110
 Effective: August 19, 2019

#10946
 Replaces
 Kristina Wang

Heather Burns, Probationary Special Education
 Preschool Teacher
 Column A, Step 2
SACS=6500D11H1137
 Effective: August 19, 2019

#11422
 Replaces
 Michael Singleton

Rebecca Carino, Assistant Principal
 Cherry Chase Elementary School
 Column A, Step 6
SACS=0483027B1307
 Effective: July 30, 2019

#11206
 Replaces
 Winnie Hardie

Jennifer Debutts, Probationary Social Worker
 Columbia Middle School
 Column D, Step 5
SACS=0640033K1260
 Effective: August 19, 2019

#11608
 Replaces
 Patricia Villegas

Shamar Edwards, Middle School Principal
 Sunnyvale Middle School
 Column C, Step 21
SACS= 0483027S1306
 Effective: August 1, 2019

#10021
 Replaces
 Nabil Shahin

Kennedy Flanders, Probationary Second Grade Teacher
 Bishop Elementary School
 Column A, Step 1
SACS=0181010A1110
 Effective: August 19, 2019

#10025
 Replaces
 Mirela Kazos

Sandra Gonzalez, Probationary Resource Teacher
 Sunnyvale Middle School
 Column A, Step 2
SACS=6500F12S1136
 Effective: August 19, 2019

#10698
 Replaces
 Rani Reddy

Michelle Ha, Probationary Fourth Grade Teacher
 Cumberland Elementary School
 Column A, Step 1
SACS=0181010R1110
 Effective: August 19, 2019

#10298
 Replaces
 Courtney Becerra

Personnel Assignment Order 19-01

COMMENTSPURPOSE2. Certificateda. Employment- continued

Ronald Hammond, Coordinator of Curriculum,
Instruction and Assessment
Educational Services
Column C, Step 7
SACS=70900021K1310
Effective: July 1, 2019

#11271
Replaces/
New Position
Katie Duggan

Brett Haupt, Probationary Third Grade Teacher
Fairwood Elementary School
Column A, Step 1
SACS=0181010F1110
Effective: August 19, 2019

#10327
Replaces
Carl Woodall

Alexander Herrera, Probationary Social Studies Teacher
Sunnyvale Middle School
Column A, Step 1
SACS=0181010S1114
Effective: August 19, 2019

#10090
Replaces
Cuong Phung

Gabriela Herrera, Probationary, First Grade Teacher
Vargas Elementary School
Column A, Step 1
SACS=0181010J1110
Effective: August 19, 2019

#10225
Replaces
Elizabeth Giusti

Nelson Hunter, Assistant Principal
San Miguel Elementary School
Column A, Step 4
SACS=0483027H1307
Effective: July 30, 2019

#11647
New Position

Neva Newman, Probationary Fifth Grade Teacher
Cumberland Elementary School
Column A, Step 1
SACS=0181010R1110
Effective: August 19, 2019

#10945
Replaces
Alisha Zare

Gloria Marchant, Elementary Principal
Cherry Chase Elementary School
Column C, Step 12
SACS=0483027B305
Effective: July 30, 2019

#10022
Replaces
Anita Lee

Jessica Peralez, Probationary Science Teacher
Sunnyvale Middle School
Column A, Step 1
SACS=0181010S1114
Effective: August 14, 2019

#10294
Replaces
Christopher Roberts

Personnel Assignment Order 19-01

COMMENTSPURPOSE3. Certificateda. Employment- continued

Rogelio Perez, School Psychologist
 Bishop Elementary School
 Column B, Step 1
SACS=6500F32K1230
SACS=6500E32K1230
 Effective: August 12, 2019

#11253
 Replaces
 Quan Ngo

Nandini Rajan, Probationary Math Teacher
 Sunnyvale Middle School
 Column A, Step 1
SACS=01810101114
 Effective: August 19, 2019

#10048
 Replaces
 Kin Chung Carl Lee

Kim Segall, School Psychologist
 Fairwood Elementary School
 Column A, Step 1
 SACS= 6500F32K1230
SACS=6500E32K1230
 Effective: August 12, 2019

#11261
 Replaces
 Veronica Markesis

Tina Shahr, Probationary Speech Language Pathologist
 Bishop Elementary School
 Column D, Step 9
SACS=6500E35K1280
 Effective: August 19, 2019

#10221
 Replaces
 Debra Mangan

Carly Sturm, Assistant Principal
 Cumberland Elementary School
 Column A, Step 6
SACS=0483027R1307
 Effective: July 30, 2019

#11260
 Replaces
 Laurie Carlson

Nicole Vanderloo, Probationary Fifth Grade Teacher
 Cherry Chase Elementary School
 Column A, Step 1
SACS=0181010B1110
 Effective: August 19, 2019

#11029
 Replaces
 Crystal Tao

Laura Villanueva, Temporary Social Worker
 Columbia Middle School
 Column D, Step 5
SACS=0640033K1260
 Effective: August 19, 2019 to June 11, 2020

#11237
 Replaces
 Cynthia Patterson

Personnel Assignment Order 19-01

COMMENTSPURPOSE4. Certificateda. Employment- continuedSunnyvale School District-Stanford University Summer Program

Effective: June 26, 2019 through July 26, 2019

(July 4th and 5th are Non-Working Days)Middle School Teachers/\$5,000 for a total of 21 working days

Shaun Galvan

Kerry McNaughton

b. Promotion

Brian Brown, Sunnyvale Middle School

From: 1.0 FTE, Certificated Teacher

To: 1.0 FTE, Assistant Principal

Lakewood Elementary School

SACS=0483027G1307

Effective: July 30, 2019

#11642

New Position

c. Reemployment of Certificated Management Temporary Employees

Risa Bernasconi, Lakewood Elementary School

District Nurse, (1.0 FTE)

Effective: August 19, 2019 to June 11, 2020

#11256

Leksha Vora, Lakewood Elementary School

District Nurse, (1.0 FTE)

Effective: August 19, 2019 to June 11, 2020

#11257

d. Reemployment of Certificated Temporary Employees

Elven McKnight, Columbia Middle School

Sixth Grade Teacher, (1.0 FTE)

Effective: August 19, 2019 to December 20, 2019

#10726

e. Change in Assignment

Mandy Bravo, Bishop and Cumberland Elementary School

From: 1.0 FTE, Resource Teacher

To: 1.0 FTE, Special Education Teacher

Ellis Elementary School

SACS=6500F11E1137

Effective: August 19, 2019

#11426

#10040

Replaces
Laura Long

Personnel Assignment Order 19-01

COMMENTSPURPOSE5. Certificatede. Change in Assignment- continued

Brooke Agee, Ellis Elementary School
 From: .40 FTE Instructional Coach and
 .40 FTE Third Grade Teacher
 To: .50 FTE Instructional Coach
 Ellis Elementary School
SACS=7090010E1134
 Effective: August 19, 2019

#11492

f. Request for Leave of Absence

Shareen Edwards, First Grade Teacher
 Ellis Elementary School
 Effective: May 24, 2018 to June 6, 2019

#10121

Amanda Erichsen, Third Grade Teacher
 Ellis Elementary School
 Effective: August 19, 2019 to November 8, 2019

#10128
 Baby Bonding

g. Request for Unpaid Leave of Absence

Amanda Erichsen, Third Grade Teacher
 Ellis Elementary School
 Effective: November 9, 2019 to June 11, 2020

#10128
 Infant Child Care

Diana Chiang, First Grade Teacher
 Lakewood Elementary School
 Effective: August 19, 2019 to June 11, 2020

#10095
 Personal

h. Retirement

Cindy Hanson-Goltzer, Second Grade Teacher
 Bishop Elementary School
 Effective: June 6, 2019

#10192
 Personal

i. Resignation

Jodi Barnum, Social Worker
 Columbia Middle School
 Effective: June 6, 2019

#11234
 Personal

Elizabeth Giusti, Fifth Grade Teacher
 Vargas Elementary School
 Effective: June 6, 2019

#10225
 Personal

Winnie Hardie, Assistant Principal
 Cherry Chase Elementary School
 Effective: June 19, 2019

#11206
 Relocation

Personnel Assignment Order 19-01

COMMENTSPURPOSE6. Certificatedi. Resignation- continued

Kaitlin Hlinka, School Psychologist
Columbia Middle School
Effective: July 16, 2019

#10014
Relocation

Bridget Lips, Second Grade Teacher
Cumberland Elementary School
Effective: June 6, 2019

#10377
Personal

Jennifer McGuinness, Speech Language Pathologist
39-month rehire list
Effective: June 6, 2019

Other Employment

Quan Ngo, School Psychologist
Bishop Elementary School
Effective: July 17, 2019

#11253
Personal

Nabil Shahin, Middle School Principal
Sunnyvale Middle School
Effective: July 1, 2019

#10021
Personal

Sarah Stark, Resource Teacher
Ellis Elementary School
Effective: June 6, 2019

#11178
Personal

TO THE BOARD OF EDUCATION FROM THE SUPERINTENDENT

August 8, 2019

Personnel Assignment Order 19-01

COMMENTS

PURPOSE

1. Classified

a. Employment

Jerrell McClelland, Para Educator – KLAS
Range 18, Step D, 3.5 hrs/day, Columbia Middle School
SACS=6010010C2110
Effective: August 21, 2019

#11440
Replaces
Frances
Trevino

Marcus McKnight, Food Service Assistant 1
Range 18, Step B, 7 hrs/day, Columbia Middle School
SACS=5310037C2230
Effective: August 20, 2019

#10437
Replaces
LeMy Thai

Annabelle Alderette, Administrative Assistant II
Range 31, Step D, 8 hrs/day, Columbia Middle School
SACS=0483027C2450
Effective: August 2, 2019

#10633
Replaces
Judy Moniz

Manju Xalxo, Noon Aide
Range N, Step 2, 1.5 hrs/day, Vargas School
SACS=0199010J2915
Effective: August 21, 2019

#11565
Replaces
Jasmin Cardona

Juan Andrade, KLAS Site Coordinator
Range 29, Step D, 6 hrs/day, Ellis School
SACS=6010010E2110
Effective: August 21, 2019

#11085
Replaces
Treasure
Rodriguez

Karen Esquivel Flores, Department Administrative Assistant
Range 34, Step D, 8 hrs/day, District Office
SACS=0415021K2450
Effective: August 5, 2019

#11641
New

Michelle Agreda, Noon Aide
Range N2 1.5 hrs/day, Cumberland School
SACS=0199010R2915
Effective: August 21, 2019

#11534
Replaces
Sylvia Gronovius

Catherine Prada, Para Educator – Behavior Technician
Range 26, Step A, 6 hrs/day, District Office
SACS=0640010K2110
SACS=6500E11K2110
Effective: August 14, 2019

#11296
Replaces
Eliana Rios

TO THE BOARD OF EDUCATION FROM THE SUPERINTENDENT

August 8, 2019

Personnel Assignment Order 19-01

COMMENTS

PURPOSE

2. Classified

Employment - Continued

Damaris Llamas Mendoza, Administrative Assistant I
Range 27, Step C, 8 hrs/day, Columbia Middle School
SACS=0483027C2410
Effective: August 5, 2019

#10440
Replaces
Anthony Valdovinos

Rohini Ravipati, Assessment Data & Student Information
Assistant
Range 30, Step D, 8 hrs/day, District Office
SACS=0762077K2440
Effective: August 5, 2019

#11590
Replaces
Jill Nakamura

b. Promotion

Maritza Silvas, Vargas School
From: 6 hrs/day, Para Educator – Special Education
To: 6 hrs/day, Para Educator – Behavior Technician (10mts)
Range 26, Step E, District Office
SACS=0640010K2110
SACS=6500E11K2110
Effective: August 21, 2019

#10562

#11446
Replaces
Gabriella Pelayo

c. Change in Assignment

Marcia Chavez
From: 6 hrs/day, Para Educator – Behavior Technician
To: 6 hrs/day, 10 mts/yr, Para Educator – Behavior Technician
Range 26, Step D, District Office
SACS=0640010K2110 (50%)
SACS-6500C21K2110 (50%)
Effective: August 19, 2019

#11297
#11493
Replaces
Maritza Heredia

d. Change of Location

Anjali Tewari, Para Educator – Special Education
From: 6 hrs/day, Cherry Chase School
To: 6 hrs/day, Range 22, Step E, Cumberland School
SACS=6500F11R2110
Effective: July 1, 2019

#10519
#11223
Replaces
Shirley Frantz

TO THE BOARD OF EDUCATION FROM THE SUPERINTENDENT

August 8, 2019

Personnel Assignment Order 19-01

COMMENTS

PURPOSE

3. Classified

e. Change of Location - Continued

Padmaja Parimi Para Educator – Special Education
From: 6 hrs/day, Cherry Chase School
To: 6 hrs/day, Range 22, Step E, Cumberland School
SACS=6500211057701110
Effective: July 1, 2019

#11313
#11065
Replaces
Anne Marie Branch

Guadalupe Garcia Bailon
From: 6 hrs/day, Outreach Assistant
& 2 hrs/day, Bilingual Para Educator, San Miguel School
To: 6 hrs/day, Outreach Assistant
& 2 hrs/day, Bilingual Para Educator, Bishop
Range 23, Step D, Bishop School
SACS=7090010A2110
SACS=4203010A2110
Effective: August 21, 2019

#11197
#11232
#11170
#11435
Replaces
Adriana Priego

f. Increase in Hours

Deborah Smith
From: 4.75 hrs/day, Para Educator - Special Education
To: 6 hrs/day, Para Educator – Special Education
Range 22, Step E, Ellis School
SACS=6500E11E2110
Effective: August 19, 2019

#10517
#10381
Replaces
Justin Azevedo

g. Resignations

DeAnna Bradford, Para Educator - Regular
Range 18, Step D, 12 hrs/wk, Ellis School
Effective: June 5, 2019

#11190
Personal

Stacey Castagnola, Accounting Assistant II
Range 35, Step L/13, 40 hrs/wk, District Office
Effective: July 18, 2019

#11432
Personal

Personnel Assignment Order 19-01

COMMENTSPURPOSE4. ClassifiedResignations – Continued

Nicole Nunez, KLAS Para Educator	#11186
Range 18, Step D, 21.5 hrs/wk, San Miguel School	Personal
Effective: June 5, 2019	

Kimberly Carvallison, SELPA II Behavior Services Supervisor	#10976
Range II, Step 20, 40 hrs/wk, District Office	Personal
Effective: August 2, 2019	

Maritza Heredia, Para Educator Behavior Technician	#11317
Range 26, Step C 6 hrs/day, 11 months	Personal
Effective: July 18, 2019	

Yuriko Jerkins, Food Service Assistant I	#11633
Range 18, Step A, 3 hrs/day	Personal
Effective: June 5, 2019	

h. Retirements

Adolpho Flores, Custodian II	#10425
Range 31, Step L26, 8 hrs/day Ellis School	Retirement
Effective: August 1, 2019	

i. For Information OnlyEmployment as a Custodian

Albert Alvarez
Hector Parada



Sunnyvale SD

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

N.9. Acceptance of Donations to the District (Picard)

Type:

Consent

Description:

The District has received the following donation(s):

- Girl Scout Troop 61030 donated \$4,000 to support the installation of three water bottle filling stations at Fairwood Explorer Elementary School as part of their Bronze Award Project.
- Sunnyvale Education Foundation donated \$15,000 to support science camp in the following schools: Bishop (\$4,200), Cherry Chase (\$400), Cumberland (\$400), Ellis (\$1,900), Fairwood (\$1,300), Lakewood (\$2,600), San Miguel (\$2,000), and Vargas (\$2,200).
- NetApp donated 5 dark grey tablet chairs, 5 black tablet chairs, 4 grey/multi-black sectional lounge chairs, 2 lockers with 3 lateral drawers, and 1 storage cabinet with 4 shelves.

Recommended Motion:

The Superintendent recommends that the Board of Education accept the donation(s) to the District as listed with a letter of appreciation sent to the donor(s).



Sunnyvale SD

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

N.10. Approval of Fundraising Activities (Picard)

Type:

Consent

Description:

Fundraising activities conducted on behalf of the school or by official school-related organizations must be approved by the Board of Education.

Recommended Motion:

The Superintendent recommends that the Board of Education approve the fundraising activities as presented.

Attachments:

1. 2019-20 Fundraising - CMS Art
2. 2019-20 Fundraising - CMS Athletics
3. 2019-20 Fundraising - CMS Music
4. 2019-20 Fundraising - CMS PTSA
5. 2019-20 Fundraising - CMS RUA
6. 2019-20 Fundraising - CMS WEB

SUNNYVALE SCHOOL DISTRICT

Fund Raising Request Form

Board Approval Date: _____

Date Form Submitted: June 25, 2019

School: Columbia Middle

(Separate form for each organization)

Organization: Art Dept.

Name of responsible person: Christine Penland
President/Chair of Sponsoring Organization

Mary Beth Allmann
Principal

Requested Fund Raising Activities – be as specific as possible in your descriptions

Approximate Dates of Event	Name of Business being used (if any)	Is this a schoolwide fundraiser? (yes/no) If “no,” describe specifically who will be participating	List Item(s) to be sold	Anticipated \$ to be made from the fundraiser	What will the funds be used for?	Description of how item(s) will be sold	No. of instructional minutes used for fundraiser	Use of instructional time (i.e. impact on instr time. Provisions for non-participants during instr time)
December	Kinko's	Adv. Art Students	Calendar featuring student art	\$200	Art supplies	Student's taking pre-orders	?	Class time used is all relevant to the class itself -- creating art, producing, marketing, and selling -- project based learning
Nov, Mar, June	NA	Art Students each trimester	Notecard sets featuring student art	\$200 / trimester	Art Supplies	Student pre/post order	?	Class time used is all relevant to the class itself -- creating art, producing, marketing, and selling -- project-based learning.
Ongoing	NA	CMS Design Shop Students	Custom t-shirts, posters, etc.	\$200/trimester	Art Supplies	Students will design t-shirts, posters for on-campus clubs and activities	?	Class time used is all relevant to the class itself -- creating art, producing, marketing, and selling -- project-based learning.

Approximate Dates of Event	Name of Business being used (if any)	Is this a schoolwide fundraiser? (yes/no) If “no,” describe specifically who will be participating	List Item(s) to be sold	Anticipated \$ to be made from the fundraiser	What will the funds be used for?	Description of how item(s) will be sold	No. of instructional minutes used for fundraiser	Use of instructional time (i.e. impact on instr time. Provisions for non-participants during instr time)

R:PTA/Fundraising form

SUNNYVALE SCHOOL DISTRICT

Fund Raising Request Form

Board Approval Date: _____

Date Form Submitted: June 25, 2019

School: CMS

(Separate form for each organization)

Organization: Athletics

Name of responsible person: Miali Reynoso

President/Chair of Sponsoring Organization

Mary Beth Allmann

Principal

Requested Fund Raising Activities – be as specific as possible in your descriptions

Approximate Dates of Event	Name of Business being used (if any)	Is this a schoolwide fundraiser? (yes/no) If “no,” describe specifically who will be participating	List Item(s) to be sold	Anticipated \$ to be made from the fundraiser	What will the funds be used for?	Description of how item(s) will be sold	No. of instructional minutes used for fundraiser	Use of instructional time (i.e. impact on instr time. Provisions for non-participants during instr time)
Ongoing	Ares Sportswear	Athletics only	CMS Spirit Wear	\$500	Purchase Athletic Equipment	Online sales through Ares	None	None

R:PTA/Fundraising form

SUNNYVALE SCHOOL DISTRICT

Fund Raising Request Form

Board Approval Date: _____

Date Form Submitted: June 25, 2019

School: Columbia Middle School

(Separate form for each organization)

Organization: Music Boosters

Name of responsible person: Warren Scott

President/Chair of Sponsoring Organization

Mary Beth Allmann

Principal

Requested Fund Raising Activities – be as specific as possible in your descriptions

Approximate Dates of Event	Name of Business being used (if any)	Is this a schoolwide fundraiser? (yes/no) If “no,” describe specifically who will be participating	List Item(s) to be sold	Anticipated \$ to be made from the fundraiser	What will the funds be used for?	Description of how item(s) will be sold	No. of instructional minutes used for fundraiser	Use of instructional time (i.e. impact on instr time. Provisions for non-participants during instr time)
8/20 to 8/31	Snap! Raise	Music Students	No items being sold.	\$10,000.00	Music Supplies: Reeds, Books, Valve Oil, New Instruments	Online program that seeks donations from participants	10 minutes for set up.	No impact on instructional time.
On going throughout school year	Deenan Popcorn	Music Students	Small bags of popcorn of various flavors	\$5,000	Individuals raise money towards cost of Disneyland Trip.	Students sell to customers outside of school.	20 minutes for distribution of orders forms and explanation.	Minimal impact. Small instructional time used for set up and collection.
10/15 to 10/26	Jam-A-Thon	Music Students	No items being sold	\$5,000	Music Supplies: Reeds, Books, Valve Oil, New Instruments	Similar to a walk-a-thon, students will seek pledges.	20 minutes for distribution of orders forms and explanation	Minimal impact. Small instructional time used for set up and collection

Approximate Dates of Event	Name of Business being used (if any)	Is this a schoolwide fundraiser? (yes/no) If "no," describe specifically who will be participating	List Item(s) to be sold	Anticipated \$ to be made from the fundraiser	What will the funds be used for?	Description of how item(s) will be sold	No. of instructional minutes used for fundraiser	Use of instructional time (i.e. impact on instr time. Provisions for non-participants during instr time)
ongoing	Wonder Ice Cream	Music Students	Ice Cream	\$5000	Music Supplies: Reeds, Books, Valve Oil, New Instruments	After school from the Music Room	none	none

R:PTA/Fundraising form

SUNNYVALE SCHOOL DISTRICT

Fund Raising Request Form

Board Approval Date: _____

Date Form Submitted: June 25, 2019

School: CMS

Organization: PTSA
(Separate form for each organization)

Name of responsible person: Allison Ireland
President/Chair of Sponsoring Organization

Mary Beth Allmann
Principal

Requested Fund Raising Activities – be as specific as possible in your descriptions

Approximate Dates of Event	Name of Business being used (if any)	Is this a schoolwide fundraiser? (yes/no) If “no,” describe specifically who will be participating	List Item(s) to be sold	Anticipated \$ to be made from the fundraiser	What will the funds be used for?	Description of how item(s) will be sold	No. of instructional minutes used for fundraiser	Use of instructional time (i.e. impact on instr time. Provisions for non-participants during instr time)
Nov and May	Jamba Juice	Yes	Jamba Juice BOGO cards	\$3000	Support teacher mini-grants, Bulldog Pride Store, Athletics, Music	Student pre-orders	15	Advertising fundraiser, distributing, collecting forms.
April	Fun Services	Yes	Tickets to carnival games, food (popcorn, cotton candy, etc)	\$1000	Support teacher mini-grants, Bulldog Pride Store, Athletics, Music	Tickets sold at the gate	10	Advertising, getting feedback from students on what games to offer.
April	AVON - Linda Garcia	Yes	Makeup, home décor, etc.	\$3000	Support teacher mini-grants, Bulldog Pride Store, Athletics, Music	Student pre-orders	15	Advertising fundraiser, distributing, collecting forms

Approximate Dates of Event	Name of Business being used (if any)	Is this a schoolwide fundraiser? (yes/no) If “no,” describe specifically who will be participating	List Item(s) to be sold	Anticipated \$ to be made from the fundraiser	What will the funds be used for?	Description of how item(s) will be sold	No. of instructional minutes used for fundraiser	Use of instructional time (i.e. impact on instr time. Provisions for non-participants during instr time)

R:PTA/Fundraising form

SUNNYVALE SCHOOL DISTRICT

Fund Raising Request Form

Board Approval Date: _____

Date Form Submitted: June 25, 2019

School: Columbia Middle

(Separate form for each organization)

Organization: Rainbow Unity Alliance (club)

Name of responsible person: Jesse Weinstock

President/Chair of Sponsoring Organization

Mary Beth Allmann

Principal

Requested Fund Raising Activities – be as specific as possible in your descriptions

Approximate Dates of Event	Name of Business being used (if any)	Is this a schoolwide fundraiser? (yes/no) If “no,” describe specifically who will be participating	List Item(s) to be sold	Anticipated \$ to be made from the fundraiser	What will the funds be used for?	Description of how item(s) will be sold	No. of instructional minutes used for fundraiser	Use of instructional time (i.e. impact on instr time. Provisions for non-participants during instr time)
Fall/Spring	Various	Club Members	Various baked goods purchased or donated.	\$100	Tshirts, supplies	After school and/or at school events (i.e. games)	none	none

R:PTA/Fundraising form

SUNNYVALE SCHOOL DISTRICT

Fund Raising Request Form

Board Approval Date: _____

Date Form Submitted: June 25, 2019

School: Columbia Middle School

(Separate form for each organization)

Organization: WEB Leadership

Name of responsible person: Robert Felicano
President/Chair of Sponsoring Organization

Mary Beth Allmann
Principal

Requested Fund Raising Activities – be as specific as possible in your descriptions

Approximate Dates of Event	Name of Business being used (if any)	Is this a schoolwide fundraiser? (yes/no) If “no,” describe specifically who will be participating	List Item(s) to be sold	Anticipated \$ to be made from the fundraiser	What will the funds be used for?	Description of how item(s) will be sold	No. of instructional minutes used for fundraiser	Use of instructional time (i.e. impact on instr time. Provisions for non-participants during instr time)
September + February	None	WEB Students	WEB Dance Cafe	\$500 - \$800	WEB programming	After school concessions	None	Sales sign-ups are digital, questions fielded during WEB Flex class
October, December and March	None	WEB Students	Seasonal Candy Grams	\$250 - \$500	WEB Programming	Lunchtime Sales	None	Sales sign-ups are digital, questions fielded during WEB Flex class
September - May	None	WEB Students	Izzies	\$500	WEB programing	Lunchtime Sales	None	Sales sign-ups are digital, questions fielded during WEB Flex class

R:PTA/Fundraising form

rev: 6/03



Sunnyvale SD

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

O.1. Revised Administrative Regulation 1312.1 - Complaints Concerning District Employees (Picard)

Type:

Informational

Description:

Administrative Regulation 1312.1 - Complaints Concerning District Employees was reorganized and updated to require that complaints be made in writing and to add steps regarding the investigation of the complaint and the notification of the complainant and employee regarding the final decision.

The revised accompanying Board Policy 1312.1 - Complaints Concerning District Employees can be found under Review and Discussion Agenda items.

All revisions are in bold text.

Attachments:

1. AR1312.1 Complaints Concerning District Employees

Community Relations

Complaints Concerning District Employees

Every effort should be made to resolve complaints regarding district employees at the earliest possible stage. Any person who complains about a district employee shall be encouraged to resolve the matter informally through direct communication with the employee whenever possible.

If a complainant is unable or unwilling to resolve the complaint directly with the employee, the complainant may submit a written complaint to the principal or other immediate supervisor of the employee. Complaints related to a principal or district administrator shall be initially filed in writing with the Superintendent or designee. If the complainant is unable to prepare the complaint in writing, administrative staff shall provide assistance in the preparation of the complaint.

A written complaint shall include the full name of the employee involved, a brief but specific summary of the complaint and the facts surrounding it, and a description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter.

To promote prompt and fair resolution of the complaint, the following procedures shall govern the resolution of complaints against district employees:

- 1. When a written complaint is received, the employee who is the subject of the complaint shall be notified within five days or in accordance with the collective bargaining agreement.**
- 2. The principal or other immediate supervisor of the employee shall investigate and attempt to resolve the complaint to the satisfaction of the parties involved within 30 days. A complaint against a school or district administrator shall be investigated by the Superintendent or designee. The investigation may include interviews of the employee, complainant, or witnesses as necessary and/or a review any documentation relevant to the complaint.**
- 3. Both the complainant and employee shall be notified in writing of the final decision regarding the resolution of the complaint.**
- 4. Either the complainant or the employee against whom the complaint was made may appeal the decision. A decision by the principal or immediate supervisor may be appealed to the Superintendent or designee, who shall attempt to resolve the complaint to the satisfaction of the parties involved within 30 days.**



Sunnyvale SD

BOARD OF EDUCATION Regular Board Meeting

Thursday, August 8, 2019

Open Session: 7:00 PM

Board Room

P. FUTURE MEETINGS/ADJOURNMENT

Type:

Informational

Quick Summary/Abstract:

Thursday, August 22, 2019, 7:00 p.m.

Special Board Development Meeting

District Office Board Room