

**INDEPENDENT CONTRACTOR AGREEMENT FOR
MUNICIPAL ADVISORY SERVICES
BY AND BETWEEN
SAN JOSÉ UNIFIED SCHOOL DISTRICT
AND
KNN PUBLIC FINANCE, LLC**

This Independent Contractor Agreement for Municipal Advisory Services (“Agreement”) is made as of March 13, 2026, between the **San José Unified School District** (“District”) and **KNN Public Finance, LLC** (“Contractor” or “KNN”), a California limited liability company. The District and Contractor may be individually referred to herein as a “Party” or collectively referred to herein as the “Parties.”

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District requires such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District’s satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Contractor shall provide financial planning services, bond program management services, and other financial advisory services to the District as more fully described in **Exhibit A**, attached hereto and incorporated herein by this reference (“Services” or “Work”).
2. **Term.** Contractor shall commence providing services under this Agreement on **July 1, 2026** (“Effective Date”), and will diligently perform as required or requested by District as applicable. The term for these services shall expire on **June 30, 2031**. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law, and based on the approval of the District’s Governing Board.
3. **Submittal of Documents.** The Contractor shall not commence the Work under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
 - 3.1. Signed Agreement
 - 3.2. Contractor Certification
 - 3.3. Insurance Certificates & Endorsements
 - 3.4. W-9 Form
4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit B (“Schedule of Fees and Charges”)**. Non-Transactional Consulting Services Fees are outlined on an hourly basis or per-item basis, as outlined in applicable tables within Exhibit B, up to a **maximum amount not-to-exceed Sixty-Nine Thousand Dollars and Zero Cents (\$69,000.00) (“Estimated Fee”)**.

Transactional services related to fees for issuance of securities (“Transactional Services”), the Contractor shall be compensated from bond proceeds in accordance with rates outlined in Exhibit B (Item B. Municipal Advisory Transactional Service Fees).

District shall pay Contractor only for all undisputed amounts within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District’s written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** Applicable reimbursable expenses and not to exceed amounts are outlined in Exhibit B (“Schedule of Fees and Charges”).
6. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. All material originally prepared and delivered to the District will be the property of the District. This excludes any proprietary information, ideas, or other intellectual property.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
8. **Standard of Care.**
 - 8.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 8.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 8.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 8.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Termination.**
 - 11.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 11.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 11.2.1. material violation of this Agreement by the Contractor; or
 - 11.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

11.2.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

11.3. **With Cause by Contractor.** The Contractor has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Contractor. Such termination shall be effective after receipt of written notice from Contractor to the District.

11.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

11.5. **Termination for Non-Appropriation of Funds.** The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the District. If the District fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if appropriations to the District are reduced and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Contractor will only be entitled to payment for deliverables that have been satisfactorily completed as of the termination date.

12. **Force Majeure Clause.** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic (collectively a "Force Majeure Event") when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with a Force Majeure Event, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Consultant's performance of the Services impossible, and that event was not reasonably foreseeable at the time Contractor executed this Agreement.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14. **Release.** Contractor acknowledges that it is voluntarily and freely entering into this Agreement and to perform the Services which may require Contractor to enter upon and into the District's site(s) or property(ies) ("Premises"). Contractor further acknowledges that Contractor's use of the Premises may result in Contractor's exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID-19 (collectively "Infectious Disease"). Contractor further acknowledges the dangers involved with providing the Services and, with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff,

participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Premise for the performance of the Services.

15. Insurance.

15.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Contractor’s performance of any portion of the Services. (Form CG 0001 and CA 0001)

15.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

15.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor’s profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Errors & Omissions	
Each Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000
Workers Compensation	Statutory Limits
Employer’s Liability	\$ 1,000,000

15.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage’s have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

15.2.1. A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”

15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.3. An endorsement stating that the District and its representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers’ Compensation

Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

15.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

15.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

16. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

17. **Compliance with Applicable Laws.** In performing services under this Agreement, Contractor shall comply with all applicable legal requirements. Contractor must complete and sign the Contractor Certifications attached as Exhibit C when Contractor submits this Agreement to the District. It shall be the sole responsibility of Contractor to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

18. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

19. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. Contractor is responsible to comply with Santa Clara County Public Health's guidelines concerning the Novel Coronavirus (COVID-19). Contractor or Site Coordinators must sign-in and sign-out at the front office using the District approved visitor system. Failure to sign-in and sign-out will be considered a non-service/non billable day.

20. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

21. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

22. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours,

unless Contractor otherwise consents.

23. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 23.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - 23.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
 - 23.3. Consultant agrees to remove or re-assign its employees as may be reasonably requested by the District as a result of the District's evaluation. The District shall provide its request in writing, convey the basis for its request and provide reasonable time for Consultant to satisfy the District's request.
24. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
25. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.
26. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
27. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, or facsimile transmission, or sent by email, addressed as follows:

San José Unified School District

Attn: Purchasing & Contract Management
855 Lenzen Avenue
San Jose, CA 95126
Email: purchasing@sjusd.org

KNN Public Finance, LLC

Attn: Blake Boehm
2001 Addison Street, Suite 100
Berkeley, CA 94704
Email: bboehm@knninc.com

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

28. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
29. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
30. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
31. **Authority of Executing Officer or Party.** By signing below, the signer represents that it has the legal right, power, and authority to enter into and execute this Agreement and to bind the Party on whose behalf the signer executes this Agreement.

- 32. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 34. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 35. **Additional Disclosures.** Please see Exhibit D for Disclosure Statement of Municipal Advisor, disclosures pursuant to MSRB Rule G-42, on Duties on Non-Solicitor Municipal Advisors, which include, amongst other items, Conflicts of Interest and any Legal or Disciplinary Events of KNN Public Finance and its associated person, and pursuant to MSRB Rule G-10, on Investor and Municipal Advisory Client Education and Protection.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date that is later of the two dates set forth below.

San José Unified School District

KNN Public Finance, LLC

Date:

Date: 3/26/2026

By:

By:

Signed by:

 BCF0D85B50994DA...

Tracy Morrison

Blake Boehm

Director, Procurement

Principal/Managing Director

^{DS}


EXHIBIT A

Scope of Services

District may require KNN to perform the following Services:

- Provide municipal advisory services in connection with the District's General Obligation Bond authorizations and for other financing needs.
- Provide administrative and strategic support and quantitative analysis in regard to prospective financings, including, but not limited to, general obligation bonds, refunding bonds, certificates of participation, tax and revenue anticipation notes, and continuing disclosure services.
- Provide financial consulting services in regard to any existing, new, or prospective election issuances.
- Provide the following financial planning services, bond program management services, and other financial advisory services to the District on an exclusive basis for the duration of this Agreement.

A. Program Management

1. **General Management.** Advise the District as it relates to all financing matters including decisions that need to be made and the actions that need to be taken related to the issuance of securities, structuring of bonds, the expenditure of bond proceeds, the levy and collection of taxes, and the repayment of bonds issued.
2. **Timing of Issues.** Advise as to the timing for each series of bonds to be sold based upon the District's historical and projected bond program expenditures, market interest rate environment, work schedules of the interested parties, and other factors.
3. **Sizing of Issues.** Advise as to the sizing of each series of bonds to be sold based upon District bond program needs, federal tax law limitations, state regulatory restrictions, targeted tax rates, goals of the bond program, and other matters.
4. **Structure of Issues.** Advise as to the repayment structure of each series of bonds to be sold based on targeted tax rates, impact on interest costs, prudent debt management practices, and other considerations.
5. **Ongoing Support.** Answer questions, attend meetings, and make presentations as appropriate to support the bond program.
6. **Monitor for Refundings.** Monitor interest rates and evaluate refunding opportunities for outstanding securities. Provide periodic updates to the District on the feasibility of refunding outstanding bonds.
7. **Evaluate Financing Alternatives.** Evaluate financing alternatives whether developed by KNN Public Finance, inquired about by the District, or presented to the District by a third party. Recommend financing alternatives to be pursued based on such evaluations.
8. **Developing policies & standards.** Assist the District with drafting Board policies for debt issuance to ensure financing structures are in line with the goals of the Board and community, to the extent the District requests such assistance.
9. **Independent Registered Municipal Advisor ("IRMA").** If acting in the capacity of an IRMA with regard to the IRMA exemption of the SEC Rule, KNN Public Finance, LLC will review all third-party recommendations submitted to KNN Public Finance, LLC in writing by the District.

B. Annual Reporting & Disclosure Filings

Annual Continuing Disclosure Services:

1. Will serve as the Dissemination Agent for the District, prepare and file the Annual Reports, with the Municipal Securities Rulemaking Board ("MSRB") through the MSRB's Electronic Municipal Market Access system ("EMMA"), pursuant to the District's Continuing Disclosure Certificate for each General Obligation Bond or other financing obligations issued on or after July 3, 1995.
2. Should the District conclude that a "significant event" has occurred under the terms of an applicable Continuing Disclosure Certificate, file a notice of event report with EMMA on behalf of the District.
3. Certify to the District that the annual report was submitted as required to EMMA, and provide the District with

a copy of the annual report itself.

Annual Debt Transparency Reporting:

1. Annual Debt Transparency Report ("ADTR") filings will be submitted to the California Debt and Investment Advisory Commission ("CDIAC") for all debt obligations issued on or after January 21, 2017 pursuant to Senate Bill No. 1029.
2. Prepare and submit ADTR within seven (7) months of the close of the most recent reporting period ending June 30th.
3. Prepare all sections of the ADTR including the sections relating to (i) the debt authorized during the reporting period, (ii) the principal outstanding during the reporting period, and (iii) the use of proceeds during the reporting period.
4. Identify the amount of debt authorized during the reporting period, debt authorized at the beginning of the reporting period, debt issued during the reporting period, and debt authorized but unused during the reporting period.
5. Identify the amount of principal issued during the reporting period, the amount of principal outstanding at the beginning of the reporting period, principal redeemed (via refunding) during the reporting period, principal paid (scheduled) during the reporting period, and principal outstanding at the end of the reporting period.
6. Identify the amount of proceeds received during the reporting period, the amount of proceeds as of the beginning of the reporting period, the expenditure of proceeds (by fund) during the reporting period, the amount of proceeds remaining at the end of the reporting period.

C. Issuance of Securities

1. **Coordination and Communication.** Attend all meetings and present materials in connection with any bond financing issues as requested by the District.
2. **Manage Financing Process.** Manage the financing process, on behalf of the District. In connection with each series of bonds sold, prepare a schedule of activities and monitor the schedule to ensure the financing is completed in a timely manner.
3. **Method of Sale Evaluation.** Assist the District with the evaluation of the method of sale for all financing transactions.
4. **Authorizing Documentation.** Provide bond counsel with all information necessary for their preparation of all appropriate authorizing documentation (including a resolution prepared for District Board approval), and review and comment on such authorizing documentation prior to their approval.
5. **Financial Documentation.** Review the draft official statement prior to its approval by the governing board, prior to the posting of the preliminary official statement, and prior to the printing of the final official statement.
6. **Rating and Insurance Process.** Determine appropriate strategy for the rating and insurance process and perform all tasks necessary to implement such strategy. For an issue that requires a presentation to the rating agencies, work in conjunction with the District's underwriter and bond counsel to prepare a presentation booklet and prepare the appropriate District representatives to make such presentation and assist in presenting to insurance and rating agencies.
7. **Sale of Securities.** In a competitive sale process, KNN shall arrange for the distribution of the official notice of sale and bid form, along with the preliminary official statement, to prospective underwriters, respond to their questions regarding the financing, actively solicit their bids, coordinate the publication of notices of sale, coordinate the bid opening process, and calculate the true interest cost of each bid received to determine the best bidder;

In a negotiated sale process, KNN shall assist the District in the selection of an underwriter, negotiate underwriting spread and interest rates on behalf of the District, and monitor and evaluate the underwriter's sale effort.

8. **Closing Documentation.** Provide bond counsel with all appropriate information necessary for their preparation of appropriate closing documentation, and review and comment on such documentation prior to District approval.
7. **Ongoing Responsibilities.** Review with the District certain ongoing responsibilities of the District in connection with the financing and assist in arranging for the provision of certain of ongoing services at the direct written request of the District.

D. Pre-Election Planning Services

1. **Development of overall financing plan.** Advise District and other team member to develop a financing plan balancing the needs of the District's capital program and sources of revenue available. KNN will develop a number of financing options for the District to evaluate and work with the District to find a financing solution that meets the unique needs of its community.
2. **Evaluate funding sources.** Evaluate sources of funding to determine what is available to fund school facility projects.
3. **Communication with key stakeholders.** Assist with the facilitation of planning meetings and communication to key stakeholders such as the District administration, Board of Education, political consultant and/or pollster, bond oversight committee, County, and voters/taxpayers regarding funding-related information.

Contractor or KNN:

KNN represents that it is registered as a Municipal Advisor with the Municipal Securities Rulemaking Board ("MSRB") and the Securities and Exchange Commission ("SEC") and is competent to provide financial advisory services to the District. KNN acknowledges that, under this Agreement, it has a fiduciary duty to the District and agrees to act in the District's best interest.

KNN represents that it is an Independent Registered Municipal Advisor ("IRMA"). If acting in the capacity of an IRMA, with regard to the IRMA exemption of the SEC Rule, KNN will review all third-party recommendations submitted to KNN in writing by the District.

KNN does not provide legal advice or interpretations and refers the District to its attorneys with respect to any legal matters or matters requiring legal interpretation.

District Obligations:

The District agrees to cooperate with KNN, bond counsel, and other parties involved within a bond transaction and/or other financial related matters, and to furnish the necessary information for the preparation and drafting of legal documents and an official statement that may be required, and to assert its best efforts to verify the accuracy of the information contained in such documents. All information provided to KNN by the District will be accurate and complete.

EXHIBIT B

Schedule of Fees and Charges

A. Fees for Annual Reporting & Disclosure Filings

Compensation to KNN associated with the District's annual continuing disclosure report filings, material notice filing obligations, and annual debt transparency reports shall be billed on an annual fee basis. Fees to KNN will be payable from available bond funds or other District funds. Fees are billed on a fiscal year basis. A detailed breakdown of applicable fees for each reporting requirement is outlined below.

Invoices will be issued upon completion of each respective filing. District shall pay KNN only for all undisputed amounts within thirty (30) days after KNN submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

Annual Continuing Disclosure Report Filing:	
Report Filing Fee:	<ul style="list-style-type: none"> ▪ \$3,000 for one series of bonds or certificates of participation (\$500 per additional series) ▪ Not to Exceed \$6,000 per year
Report Data Expenses:	<ul style="list-style-type: none"> ▪ As required by the District's continuing disclosure report obligations ▪ Not to exceed \$500 per year
Event Notice Filing:	
Event Notice Fee:	<ul style="list-style-type: none"> ▪ \$125 per Event Notice filing as needed ▪ Not to exceed \$1,000 per year

Annual Debt Transparency Report (ADTR):	
Report Filing Fee:	<ul style="list-style-type: none"> ▪ \$500 per ADTR filing ▪ Not to exceed \$4,000 per year

B. Municipal Advisory Fees – Issuance of Securities (“Transactional Services”)

Compensation to KNN for the issuance of securities shall be contingent upon the ultimate sale and delivery of municipal securities. The number and type of financings pursuant to this agreement are not determined. Prior to the commencement of work, the District and KNN will agree upon a total not-to-exceed amount based on the transaction parameters (e.g., total estimated par amount and number of bond series to be issued). Municipal advisory fees to KNN will be payable from bond proceeds. Total not-to-exceed fees (including applicable expenses) per transaction are determined based on the type of issuance and the number of series issued as outlined below.

An invoice for payment will be provided at the closing of each financing. District shall pay KNN only for all undisputed amounts within thirty (30) days after KNN submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

Municipal Advisory Transactional Fees

Transaction Type:	Fee (based on par amount) ^[1] :
General Obligation Bonds Refunding Issuances Bond Anticipation Notes Lease Revenue Bonds Certificates of Participation All Other Transaction Types	<ul style="list-style-type: none"> ▪ Par amount \$20 million or less = \$70,000 per series ▪ Par amount \$20 million - \$50 million = \$80,000 per series ▪ Par amount \$50 million or more = \$90,000 per series
Municipal Lease Private Placement	▪ Not to exceed \$55,000 per issuance
Tax and Revenue Anticipation Notes	▪ Not to exceed \$35,000 per issuance
Transaction Expenses ^[2]	▪ Not to Exceed \$4,000 per issuance

[1] To the extent the District issues multiple series within the same transaction, KNN will offer a reduced rate for additional series issued, the amount(s) to be mutually agreed upon by KNN and the District.

[2] Note included transaction expenses: \$550 will be billed for data information services of TM3 and Bloomberg.

C. Municipal Advisory Fees – Non-Transactional Consulting Services

Should the District require municipal advisory consulting services outside of the current scope of work; prior commencement of work, the District and KNN will determine a description of services to be provided with a total-not-to-exceed fee (including applicable expenses). Compensation to KNN for non-transaction related municipal advisory services shall be billed on an hourly rate basis. Fees to KNN will be payable from available bond funds or other District funds. Hourly rates are outlined below.

An invoice for payment will be provided at the completion of work or as identified before the commencement of work. District shall pay KNN only for all undisputed amounts within thirty (30) days after KNN submits an invoice to the District for Work actually completed and after the District’s written approval of the Work, or the portion of the Work for which payment is to be made.

Municipal Advisor Fees (Hourly) for Non-Transactional Assignments^[3]

The hourly rates listed below, in connection with ongoing financial advisory services, are applicable to non-transactional assignments.	
Managing Director	\$400
Director	\$375
Vice President	\$350
Assistant Vice President	\$300
Associate	\$265
Analyst/Transactional Support	\$250

[3] Hourly rates are subject to a 3% increase per year.

D. Pre-Election Planning Services

Compensation to KNN associated with pre-election planning services shall be billed on a flat fee basis. A flat fee as outlined in the table below will be charged within the applicable fiscal year of services rendered as outlined below. Fees to KNN will be paid solely from District funds.

Transaction Type:	Fee:
Pre-Election Planning Services	▪ \$15,000 per applicable fiscal year of services rendered

EXHIBIT C
CONTRACTOR CERTIFICATION

THE UNDERSIGNED EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT UNDERSIGNED IS:

- (1) A representative of the Contractor,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Contractor and that by executing this Agreement is certifying the following items.

Fingerprint and Background Certification. Business entities entering into a Service Agreement with the District shall comply with Education Code section [45125.1](#). Such entities are responsible for ensuring full compliance with the requirements of this statute and should thoroughly review the requirements thereunder.

The Contractor and the Contractor parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District site or will not have contact with District students when District students are present during the term of this Agreement.
- The Contractor shall conduct the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of Contractor, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections [667.5](#) and/or [1192.7\(c\)](#). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, Contractor will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. This list shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise the Contractor at all times while services are provided on site such that Contractor will have no interaction with any District student outside the immediate supervision and control of a District employee. As supported by California Education Code Section 45125.1.

Certificated District Employee: N/A

Megan’s Law (Sex Offenders). I have verified and will continue to verify that the employees of the Contractor and the Subcontractor(s) having contact with District students under this agreement are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

Tuberculosis Certification. The Contractor and the Contractor parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.
- District has determined that Contractor will not have frequent or prolonged contact with students. District’s determination is in compliance with and supported by California Education Code Section [49406\(m\)](#).

- The following Contractor and/or Contractor parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section [49406](#). In addition, the Contractor shall maintain on file the certificates showing that the Contractor parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

COVID-19 Certification. The Contractor and the Contractor parties shall at all times comply with the Covid-19 certification requirements as set forth below. Contractor hereby represents and warrants to District the following:

I acknowledge and am aware of all applicable requirements and recommendations to mitigate the spread of COVID-19, including [COVID-19 Public Health Guidance for K–12 Schools to Support Safe In-Person Learning for the School Year](#) and [San José Unified’s COVID Health and Safety Information](#).

Contractor further agrees and acknowledges that District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

Lobbyist Certification. The Contractor and the Contractor parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties are not a “Lobbying Coalition,” “Lobbying Firm,” “Lobbyist” or “Lobbyist Employer” as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively “Lobbyist”) and are not performing Services hereunder that would require registering as a Lobbyist.
- Contractor and/or Contractor parties Services hereunder shall or may include lobbying. Contractor and/or Contractor parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Contractor shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Conflict of Interest Certification. The Contractor and the Contractor parties shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties have read and understand the District’s Conflict of Interest Code (Board Bylaw 9270) and, to the best of Contractor’s knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
- Contractor and/or Contractor parties have read and understand the District’s Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure and Contractor and/or Contractor parties shall comply with the applicable disclosure requirements of the

District's Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

KNN Public Finance, LLC

Date: 3/26/2026

Signature:  Signed by:
Blake Boehm
BCF0D85B50994DA...

Blake Boehm

Principal/Managing Director

EXHIBIT C CONTINUATION
WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

KNN Public Finance, LLC

Date: 3/26/2026

Signature:  Signed by:
Blake Boehm
BCF0D85B50994DA...

Blake Boehm

Principal/Managing Director

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Agreement.)

EXHIBIT D

Disclosure Statement of Municipal Advisor

Part A - Conflicts of Interest and Other Matters Requiring Disclosures

Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients, which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of KNN Public Finance, LLC (KNN) and its associated persons.

The following are potential conflicts of interest to be considered.

Conflicts of Interest Disclosure (Compensation)

- KNN represents that in connection with the issuance of municipal securities, KNN may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, KNN hereby discloses, that such contingent and/or transactional compensation may present a potential conflict of interest regarding KNN’s ability to provide unbiased advice to enter into such transaction. The contingent fee arrangement creates an incentive for KNN to recommend unnecessary financings or financings that are disadvantageous to the District, or to advise the District to increase the size of the issue. This potential conflict of interest will not impair KNN’s ability to render unbiased and competent advice or to fulfill its fiduciary duty to the District.
- KNN’s fees under this agreement may be based on hourly fees of KNN’s personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest because it could create an incentive for KNN to recommend alternatives that would result in more hours worked. This conflict of interest will not impair KNN’s ability to render unbiased and competent advice or to fulfill its fiduciary duty to the District.
- KNN’s fees under this agreement, may be a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Municipal Advisor and Client of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Municipal Advisor. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, KNN may suffer a loss. Thus, KNN may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest will not impair KNN’s ability to render unbiased and competent advice or to fulfill its fiduciary duty to the District.
- The fee paid to KNN increases the cost of investment to the District. The increased cost occurs from compensating KNN for municipal advisory services provided.
- KNN serves a wide variety of other clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of another KNN client. For example, KNN serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, KNN could potentially face a conflict of interest arising from these competing client interests. KNN fulfills its regulatory duty and mitigates such conflicts by dealing honestly and with the utmost good faith with its clients.
- KNN does not have an affiliate that provides any advice, service, or product to or on behalf of the District that is directly or indirectly related to the municipal advisory activities to be performed by KNN.
- KNN has not made any payments directly or indirectly to obtain or retain the District’s municipal advisory business.
- KNN has not received any payments from third parties to enlist KNN’s recommendation to the District of its services, any municipal securities transaction, or any municipal finance product.
- KNN has not engaged in any fee-splitting arrangements involving KNN and any provider of investments or services to the District.
- KNN does not act as principal in any of the transaction(s) related to this Agreement.

Part B - Legal Events and Disciplinary History

KNN Public Finance, LLC, has never been subject to any legal, disciplinary, or regulatory actions, nor was it ever subject to any legal, disciplinary, or regulatory actions previously when it was a division of Zions First National Bank or Zions Public Finance, Inc.

A regulatory action disclosure has been made on Form MA-I for one of KNN Public Finance's municipal advisory personnel relating to a 1998 U.S. Securities and Exchange Commission ("SEC") order that was filed while the municipal advisor was employed with a prior firm, (not KNN Public Finance). The details of which are available in Item 9; C(1), C(2), C(4), C(5) and the corresponding regulatory action DRP section on Form MA and Item 6C; (1), (2), (4), (5) and the corresponding regulatory action DRP section on Form MA-I. Issuers may electronically access KNN Public Finance's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html. For the purpose of accessing regulatory filings, KNN's CIK number is 0001664477, and SEC File number is 867-01996.

The SEC permits certain items of information required on Form MA and Form MA-I to be provided by reference to such required information already filed on a regulatory system (e.g., FINRA CRD). The above noted regulatory action has been referenced on both Form MA and MA-I due to the information already filed on FINRA's CRD system and is publicly accessible through BrokerCheck at <http://brokercheck.finra.org>. For purposes of accessing such BrokerCheck information, the Municipal Advisor's CRD number is 4457537.

Part C - Future Supplemental Disclosures

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Municipal Advisor. KNN will provide District with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Part D - Municipal Securities Rulemaking Board Rule G-10 Disclosure

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients, which include the following:

- KNN is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
- Within the Municipal Securities Rulemaking Board ("MSRB") website at www.msrb.org, the District may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules, along with how to file a complaint with financial regulatory authorities.