

**MEMORANDUM OF UNDERSTANDING**  
*between*  
**Olimpico Learning and Mountain View Whisman School District**  
**3D Printing and TinkerCAD Program – 2020**

This Memorandum of Understanding (MOU) serves as a facilitating document establishing agreement between **Olimpico Learning** located at 5205 Prospect Road 135-244, San Jose, CA 95129 and **Mountain View Whisman School District** (District) 1400 Montecito Ave., Mountain View, CA 94043 located to implement Olimpico Learning's Academic Afterschool Program.

All of the provisions of this MOU and any attached documents, project proposals, and/or addendums are subject to mutual agreement of the parties, and to be reviewed by the School District Superintendent, and when necessary, the District's Board of Trustees. Parties to this MOU have the right to terminate this MOU and any future addendums by informing the partner in writing 30 days prior to termination date.

**Olimpico Learning Academic Afterschool Program Description**

The Academic Afterschool Program is designed for K-5<sup>th</sup> grade students and parents. The Program will engage students and parents in a thriving and challenging Afterschool Program environment that uses technology to improve skills in Math and English Language Arts. Learning experiences revolve around a weekly STEM/STEAM science-based theme (Robotics). We incorporate technology as an essential learning tool and strive to inspire students and parents to prepare for careers in science, technology, engineering and math.

Olimpico Learning's Afterschool Academic Program will be held monthly in March 12 - May 5, 2020. The program will be held at the school district's designated school site. The students and parents receive 1:1 and group tutoring and mentoring.

**Olimpico Learning Academic Afterschool Program Goals**

1. Improve Math and English Language Arts skills in elementary-age students and parents by using technology as a tool for learning;
2. Instill a love of Science by presenting weekly science-based themes that integrate Math and English Language Arts;
3. Provide professional development opportunities to elementary school teachers, teachers-in-training, and college students and parents involved in the academic Afterschool Program;
4. Increase study skills, motivation and persistence of the students and parents in doing quality academic work;
5. Increase the students and parents' aspirations about going to college.

**Proposed Roles and Responsibilities**

Olimpico Learning and the District agree to provide the following resources:

**Olimpico Learning Roles and Services:**

- Provides the Olimpico Learning curriculum and professional development for best implementation of the curriculum.
- Develops weekly science-based themes to integrate all learning components within the curriculum.
- Markets the programs to foundations, corporations, businesses and individuals to obtain funding and volunteers for the program
- Funds the majority of the following program costs: Teachers and Teaching Assistants compensation, curriculum, and showcase celebration event.
- Provides project management to prepare for the programs: calling meetings, setting milestones and tracking the execution of the programs along with the District.
- Works with the District staff to set expected outcomes and ensure that they are met. Expected outcomes include target gains in math skills and English language arts.
- Organizes the pre- and post-assessment tests. Prepare and provide reports on the program and overall students and parents achievement gains, which are shared with the District and funders.
- Hires and trains teachers-in-training and college students and parents teaching assistants for the program.
- Organizes the Showcase Celebration as an end-of-Program information day for parents.
- Recruits and trains corporate volunteers to enrich the classroom experience.
- Agrees to abide by the attached Mountain View Whisman Professional Services Agreement, including the insurance clause (item 8).

**School District provides the following services to make Olimpico Learning successful:**

- Provides and pays for one bi-lingual teacher/staff, who will assist with the instructions during the course of the academic Afterschool Program. This person will also act as a liaison between Olimpico Learning and the District and insure assist with parents' communication.
- Provides facilities, including connecting to the internet basic classroom materials.
- Recruits students and parents to participate in the program.
- Sets high expectations for students and parents behavior and attendance (e.g. no partial attendance). Communicates with parents to re-enforces these expectations.

- Commits to making the program a success by fully coordinating with Olimpico Learning in the planning, development and implementation of the program, with the intent to make it a replicable program (“model”) for the District and multiple school districts in following years.
- Agrees to provide Gmail ids and internet access to Olimpico Learning students and parents over the course of the program, including access to possibly restricted websites such as YOUTUBE.com for the purpose of providing students and parents supplemental technology programming.

This MOU may be extended by addendum with signatures by both parties to permit subsequent Olimpico Learning programs under the same terms and conditions.

**Signatures: School District and Olimpico Learning:**

Only the authorized agents or their offices listed below may make changes to this MOU and future addendum provided that both parties mutually agree upon such changes in writing.

X \_\_\_\_\_  
 Signature  
 Superintendent or Designee  
 Mountain View Whisman School District

\_\_\_\_\_  
 Date

X \_\_\_\_\_  
 Signature  
 Nancy Rafati  
 CEO  
 Olimpico Learning

\_\_\_\_\_  
 Date

**MEMORANDUM OF UNDERSTANDING: ADDENDA**  
**3D Printing and TinkerCAD Program – 2020**

**Addendum I: Facilities Support for the Olimpico Learning 3D Printing and TinkerCAD**

District provides the location and facilities for the Afterschool Academic Program:

- Classroom setting for teachers to conduct instruction to students and parents, such that adequate space is allocated for class size of up to 30 students and parents.
- A teacher-preparation (could be a classroom), MUR, or Library.
- An outdoor space for students and parents to have physical exercise and to mingle during breaks. Ideally, it would include a grassy area for games.
- Facility with audio/video support for the Showcase Celebration and end-of-program event.

**Addendum II: District Financial Contribution to Program Costs**

3D Printing Program: Spring 2020 monthly workshops @ 4:30 – 6:30 pm (prep 3:30-7:30 pm)

Total District cost for Introduction to 3D Printing, TinkerCAD and Design Process.

- Parents and students monthly workshops, spring semester = \$1,500
- Balance Due: 03/20/2020

**Addendum III: Adherence to Tuberculosis Requirements**

Olimpico Learning agrees to comply with the tuberculosis requirements of Mountain View Whisman School District and Education Code section 49406.1 with respect to all Olimpico Learning employees who may have contact with District pupils in the course of providing services pursuant to this agreement.

**Addendum IV: Adherence to Fingerprint Requirements**

Olimpico Learning adheres to the fingerprinting and criminal background investigation requirements of Mountain View Whisman School District and Education Code section 45125.1 with respect to Olimpico Learning employees, subcontractors, agents who may have contact with District pupils in the course of providing services pursuant to this agreement.

**Addendum V: Students and parents Data and Tracking of Students and parents Achievement**

Olimpico Learning and the District have partnered to examine students and parents' academic trajectories toward college readiness that includes preparation in ELA, math and science. The partnership will review the progress of students and parents who participate in the Olimpico Learning program. The work is intended to provide analytic information to school and school district staff, and their partners, interested in formative and summative measures of ELA, math and science achievement, ELA, math and science placement and ELA, math and science proficiency as it relates to postsecondary readiness.

**Addendum VI: Insurance document attached**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Global General Insurance Services 1801 N. California Blvd Suite 103 Walnut Creek CA 94596	<b>CONTACT NAME:</b> Serene Dong <b>PHONE (A/C, No, Ext):</b> (925) 378-5748 <b>E-MAIL ADDRESS:</b> serene@globalgenins.com	<b>FAX (A/C, No):</b> (925) 378-5747
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Olimpico Learning 5205 Prospect Road, 135-244 San Jose CA 95129	<b>INSURER A:</b> United States Liability Ins Co	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL2022509096                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		NPP1566704D	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> DED    RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of insurance coverage for using Theuerkauf Elementary School at 1625 San Luis Avenue, Mountain View, CA 94043 and Mariano Castro Elementary School at 500 Toft Street, Mountain View, CA 94041 as school location. Certificate holder is an additional insured as required by written contract and subject to the terms and conditions of the insurance policy.

**CERTIFICATE HOLDER**

**CANCELLATION**

Mountain View Whisman School District 1400 Montecito Avenue Mountain View CA 94043	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Name of Person(s) Or Organization(s) (Additional Insured):**

Effective Date: 07/01/2019

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

1400 MONTECITO AVENUE  
MOUNTAIN VIEW, CA 94030

#### **Designation of Premises (Part Leased To You):**

1625 SAN LUIS AVENUE  
MOUNTAIN VIEW, CA 94043  
500 TOFT STREET,  
MOUNTAIN VIEW, CA 94041

#### **Additional Premium: \$**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person (s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**Mountain View Whisman School District  
Independent Contractor for Professional Services Agreement  
(Non-construction Related)**

**THIS AGREEMENT** is made and entered into on February 24, 2020 ("Agreement"), by and between **Mountain View Whisman School District** ("District") and Olimpico Learning ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** The District is authorized by Gov. Code § 53060 to contract with 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. The Contractor shall furnish to the District the following services ("Services" or "Work"). The Contractor warrants that it is specially trained, licensed and experienced and competent to

perform the Services.  **As indicated in Exhibit "A" or**  **as follows:**

**See attached MOU**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **Price & Payment.** The Contractor shall furnish the Services to the District for the following compensation:

Contractor is providing services for a total flat fee of: \$ 1,500.00 ; **or**

Contractor will provide a maximum number of hours of service at a rate of \$ per hour for a total not to exceed \$

**; or**

**Other:**

("Agreement Price"). Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided)

3. **Agreement Time.** The Services shall commence on **March 12, 2020** and shall be completed by **May 5, 2020**. ("Agreement Time")

4. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted the following documents as indicated below (Check all that are required):

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> W-9 Form
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5. **Notice.** Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

**Mountain View Whisman School District**  
1400 Montecito Ave,  
Mountain View, CA 94043  
Attn: Chief Business Officer

**Contractor:** Olimpico Learning  
5205 Prospect Road 135-244  
San Jose, CA 95129  
Attn: Founder/CEO

6. **Fingerprinting / Criminal Background / Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>). In addition, one of these two boxes below **must** be checked:

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor’s services under this Agreement and Contractor certifies its compliance with these provisions as follows: *“Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”*

**[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Contractor’s employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor’s employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

District Representative’s Name & Initials: Cathy Baur, Chief Academic Officer **INITIAL HERE:** \_\_\_\_\_

7. **Tuberculosis (TB) Screening.** Check one of the following boxes:

Providing the District a copy of TB clearance or statement of TB clearance.

**Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

**INITIAL HERE:** \_NR (Contractor initials). **INITIAL HERE:** \_\_\_\_\_ (District Representative initials)

8. **Insurance:** Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker’s compensation insurance, the District shall be named as an additional insured on all policies. Contractor’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

<b>Commercial General Liability</b>	\$1,000,000 per occurrence; \$2,000,000 aggregate
<b>Automobile Liability, Any Auto, combined single limit</b>	\$1,000,000 per occurrence; \$2,000,000 aggregate
<b>Workers Compensation</b>	Statutory limits pursuant to State law
<b>Employers’ Liability</b>	\$1,000,000
<b>Professional Liability (E&amp;O), If Contractor is providing professional services or advice (on a claims-made form)</b>	\$1,000,000

9. **Terms & Conditions.** The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

**INITIAL HERE:** \_NR (Contractor initials).



**TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES**

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.
2. **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.
3. **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.
4. **Standard of Care.**
  - 4.1. 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.
  - 4.2. 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.
  - 4.3. 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 Contractor in performing the Services.
  - 4.4. 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.
5. **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.

6. **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.

7. **Termination.**

7.1. **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.

7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 7.3.1. material violation of this Agreement by the Contractor; or
- 7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 7.3.3. Contractor is adjudged a bankrupt or 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 expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. 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.

8. **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, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

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

10. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services 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 Services 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.

11. **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.

12. **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.

13. **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.

14. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements 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).

15. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or 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.

16. **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 three (3) 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.

17. **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: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

26. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

27. **Conflict of Interest.** Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

28. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

**ACCEPTED AND AGREED** on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

**Information regarding Contractor:**

Indicate type of entity or if individual:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation
- Limited Liability Company
- Other: \_\_\_\_\_

Employer Identification and/or Social Security Number: 47-2738304  
**NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

**Dept/Site Budget Program Coding**

Program Code(s): 010-9552-0-5830-00-0000-2495-000000-009-0302 Parent Engagement

**Project Approvals Required Prior to Contract Start Date**

<p><b><u>Requesting Administrator/Authorized Signer:</u></b></p> <p><b>Mountain View Whisman School District</b></p> <p>Dated: _____, 20____</p> <p>Signature: _____</p> <p>Print Name: <u>Cathy Baur</u></p> <p>Print Title: <u>Chief Academic Officer</u></p>	<p><b><u>Contractor:</u></b></p> <p><b>Contractor Name:</b> <u>Olimpico Learning</u></p> <p>Dated: <u>February 24, 2020</u></p> <p>Signature: <u>Nancy Rafati</u></p> <p>Print Name: <u>Nancy Rafati</u></p> <p>Print Title: <u>Founder/CEO</u></p>
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<b>APPROVAL</b>	
<b>Authorized Signer (if not above)</b>	<b>Superintendent/Designee</b>
<p>Dated: _____, 20____</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p>	<p>Dated: _____, 20____</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p>

<b>Board of Trustees Action (District Office Use Only)</b>			
Board of Trustees Meeting Date: _____	For Contract:	Review	Ratification