

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

THIS AGREEMENT is made and entered into on June 17, 2022 ("Agreement"),  
by and between and **Mountain View Whisman School District** ("District") and Foothill De Anza Community College District - Foothill College - Family Engagement Institute  
("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. 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:

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

2. **Price & Payment.** Contractor shall furnish the Services to the District for the following compensation ("**Agreement Price**"):

Contractor is providing services for a total flat fee of: \$ 20,000 ; *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: \_\_\_\_\_

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 August 1, 2022 and shall be completed by June 1, 2023. ("**Agreement Time**")

4. **Submittal of Documents.** Contractor shall not commence the Services under this Agreement until 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
<input type="checkbox"/> Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. <b>Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System? <u>Yes</u> <u>No</u></b>		

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:** Foothill De Anza Community College  
12345 El Monte Rd  
Los Altos Hills, CA 94022  
Attn: Family Engagement Institute

**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, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District. Accordingly, one of the following boxes **must** be checked:

Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor’s employees, subcontractors, agents, and subcontractors’ employees or agents (collectively “**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 interact with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

**[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Neither Contractor nor Contractor’s Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided 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.

District Representative’s Name & Initials: Geoffrey Chang INITIAL HERE: GC

**[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Contractor’s services pursuant to this Agreement are provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor’s Employees so that Contractor and/or Contractor’s Employees do not interact with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) 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.

District Representative’s Name & Initials: \_\_\_\_\_ INITIAL HERE: \_\_\_\_\_

**[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). 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.

District Representative’s Name & Initials: \_\_\_\_\_ INITIAL HERE: \_\_\_\_\_

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

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

**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:** BN (Contractor initials). **INITIAL HERE:** GC (District Representative initials)

7. \* **Insurance:** Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to 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

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

**INITIAL HERE:** BN (Contractor initials).

9. **Infectious Disease Requirements.** The Contractor has read and agrees to comply with the Infectious Disease Requirements attached hereto.

**INITIAL HERE:** BN (Contractor initials).

\* In reference to Section 7 Insurance - There will be a field trip on the Foothill College property (Family Bridge to College-Day on the Hill). Please provide the FHDA district with a certificate of insurance as per the following approved language from Gina Bailey, FHDA's Contracts and Risks Manager:

Each party shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. Additionally, District shall provide to the Contractor certificate(s) of insurance and endorsements satisfactory to the Contractor. For each Party, 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 other Party prior to modification. Except for worker's compensation insurance, the either District or Contractor shall be named as an additional insured on all policies. Each Party's policy(ies) shall be primary; any insurance carried by the other Party 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.

**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 Contractor's 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 Contractor and all Contractor's 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 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.

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. **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 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 any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor’s performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

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

11. **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.

12. **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.

13. **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.

14. **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.

15. **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).

16. **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.

17. **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.

18. **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).

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

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

27. **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.

28. **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 Contractor's 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.

29. **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.

## **INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES**

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain (“**Infectious Disease**”). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor’s obligations hereunder shall include, without limitation providing personal protective equipment (“**PPE**”) to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).
  
2. **Infectious Disease & Extra Work.**
  - 2.1. Contractor agrees that the Agreement Price is based on Contractor’s full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:
    - 2.1.1. It occurred after the date the Parties entered into this Agreement;
    - 2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and
    - 2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.
  - 2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.
  
3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved 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 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, Subcontractors, 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 any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.
  
4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).
  
5. Any cost to comply with these “Infectious Disease Compliance Provisions” shall be at Contractor’s sole expense and expense but may be included in the Agreement Price.
  
6. **COVID-19 Vaccination / Testing.**
  - 6.1. Contractor agrees to the following COVID-19 vaccination/testing requirements with respect to any of Contractor’s employees, agents, consultants, subconsultants, or employees of consultants and subconsultants (“**Applicable Worker(s)**”):
    - 6.1.1. *Before* any Applicable Worker enters a District site to perform the Services, Contractor shall verify that any Applicable Worker:

- 6.1.1.1. Is Fully Vaccinated. “**Fully Vaccinated**” shall mean that at least fourteen (14) days have elapsed from the final vaccination required for the particular type of COVID-19 vaccine administered to the Applicable Worker, including any booster, to the extent approved and required by public health guidelines.
- 6.1.1.2. Who has requested and obtained an accommodation from Contractor from these vaccination requirements based upon (i) a qualifying medical disability pursuant to the Americans with Disabilities Act (42 U.S.C. § 12101); or (ii) a sincerely held religious belief pursuant to the Civil Rights Act of 1964 (§ 7, 42 U.S.C. § 2000e et seq.), is subject to **daily** COVID-19 testing for each and every day that Applicable Worker will perform Services on a District site(s), and that any such test demonstrates a negative COVID-19 test.
- 6.1.1.3. Contractor shall maintain written documentation reflecting verification of the testing/vaccination requirements herein and shall provide any documents to the District upon request.

6.2. Any Contractor employee who does not fulfill these requirements will be declared ineligible to provide service on any District site(s) until they submit the proper documentation.

6.3. Contractor’s responsibility for Infectious Disease compliance and record keeping extends to all its employees, subcontractors, and employees of subcontractors who work in any capacity on a District site(s), including but not limited to those who come into contact with District students and employees, regardless of whether they are designated as employees or acting as independent contractors of the Contractor.



**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: C Corporation 501 (c)(3)

Employer Identification and/or Social Security Number: 94-3258220  
**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.**

<b>Dept/Site Budget Program Coding</b>
Program Code(s): <u>010-9552-0-5830-00-1110-1000-000000-009-0302</u>

**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>Geoff Chang</u></p> <p>Print Title: <u>Director, Federal, State, Strategic Programs</u></p>	<p><b><u>Contractor:</u></b></p> <p>Contractor Name: <u>Foothill De Anza Community College District - Family Engagement Institute</u></p> <p>Dated: _____, 20__</p> <p>Signature: _____</p> <p>Print Name: <u>Susan Cheu</u></p> <p>Print Title: <u>Vice Chancellor, Business Services</u></p>
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APPROVAL	
Authorized Signer (if not above)	Superintendent/Designee
<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>Dated: _____, 20__</p> <p>Signature: _____</p> <p>Print Name: <u>Ayindé Rudolph</u></p> <p>Print Title: <u>Superintendent</u></p>

Board of Trustees Action (District Office Use Only)	
Board of Trustees Meeting Date: _____	For Contract: <input type="checkbox"/> Review <input type="checkbox"/> Ratification



EXHIBIT A  
SCOPE OF SERVICES

**Description of Services** - The services to be performed pursuant to this Agreement include the following:

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FAMILY ENGAGEMENT INSTITUTE PROPOSAL TO MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT  
May 20, 2022

**TO:**

Geoff Chang | Director  
Federal, State, and Strategic Programs  
Mountain View Whisman School District  
1400 Montecito Ave | Mountain View, CA 94043  
gchang@mvwsd.org

Priscila Bogdanic | District  
Community Engagement Facilitator  
Mountain View Whisman School District  
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**FROM:**

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<http://www.foothill.edu/fei>

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**PROPOSAL OVERVIEW:**

The Family Engagement Institute (FEI) is honored to submit a proposal to the Mountain View Whisman School District (MVWSD) in the amount of \$20,000 to provide technical assistance and direct services to MVWSD in the design and implementation of an equity-minded family engagement program. The program will prioritize the support and success of 3<sup>rd</sup> through 8<sup>th</sup> grade first-gen, immigrant and/or students of color and their families in the AY 2022-2023 and align with the MVWSD strategic equity plan and the district's Parent University.



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The College Noncredit Parenting Classes and the Fee-For-Service model will enable FEI to provide students, families and staff culturally and linguistically responsive tools and strategies to understand and support their children's learning and well-being at each developmental level; navigate educational systems; build advocacy; and provide a platform for educators and families to partner together to extend learning inside and outside of the classroom.

#### ORGANIZATION INFORMATION:

Organization Website: <http://www.foothill.edu/fei>

The Family Engagement Institute (FEI) serves as an equity driven college pipeline program where students, families and educators work together to build the skills and agency to support the health and well-being of underserved communities through family engagement, school and workforce readiness, and pathways to postsecondary education.

FEI believes that all children, youth and families in historically marginalized communities (Inclusive of BIPOC, immigrants and our undocumented community, LGBTQIA+ persons, etc.) actualize their potential, talents and voice through educational opportunities, tools and responsive systems of support critical to success.

FEI provides opportunities and inspires aspirations that promote college identity, access, retention, and completion for first generation students and families. The partnership with Foothill College is unique and promotes a multigenerational pathway to college with family and community as fundamental to educational equity and success.

FEI proudly celebrates over a decade of success. Founded in 2010, FEI has delivered culturally responsive family and community engagement programs; enrolled more than 8000 parents/caregivers in college bridge courses; provided professional development to over 1700 educators; prepared more than 950 children to be school-ready; and mentored over 400 first generation college bound youth.

FEI's Call to Action is to create the space and culture of determination to ensure an inclusive, diverse and thriving society based upon a common language and shared vision of equity that results in justice for all.

FEI operates as a grant reliant educational equity Foothill College program under the fiscal sponsorship of the Foothill-De Anza Community Colleges Foundation, a 501(c)3 auxiliary organization (tax identification 94-3258220).



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## PROJECT SIGNIFICANCE:

In addition to the nuanced issues surrounding educational equity and outcomes for first-gen, immigrant, and students of color, is the urgency around the disproportionate overall impact of the COVID-19 pandemic on our most vulnerable communities. The Silicon Valley Index Report showed how inequities in the local economy, health, housing, hunger and digital access [are more pronounced than ever](#). FEI, Foothill College will work closely with MVWSD as family engagement partners in support of the MWSD's strategic plan to close the equity gap .

## PROJECT DESCRIPTION:

FEI will partner with MVWSD to align with its strategic equity plan to design and deliver customized culturally responsive educational opportunities for families and staff that promote family engagement, school and workforce readiness, and pathways to postsecondary education. Areas of focus will include but not limited to: Child and Adolescent Development; Navigating Systems of Education, Healthcare, etc.; Technology; Resources; College-Going Identity; Agency, Leadership and Advocacy.

## FEI'S COMPREHENSIVE MODEL OF BEST PRACTICES FAMILY ENGAGEMENT

**Multi-Generational:** FEI works in partnership with Foothill College, an open access institution of higher education, to provide educational materials and college faculty to deliver developmentally, culturally and linguistically responsive programs to our Middle and High School partners where **parents enroll as college students** to promote the cultivation of a college-going identity.

**Dual Capacity:** Learning opportunities are provided for professionals and families together that grow the knowledge, skills and abilities of **families and educators together** to engage in effective partnerships that support student success and well-being.

**Shared Responsibility:** FEI is driven by a systemic, integrated and sustained approach where success is measured by the collective efforts and partnerships among families, schools, and communities. FEI **engages all stakeholders** – families; educators; and community – in a shared effort of responsibility and mutual support to work together in authentic and meaningful ways that support children's learning and development. FEI shapes its programming based on Rapid Cycle Learning – *Design, Implement, Learn, Adapt, Repeat*. This approach builds a learning community that develops shared-leadership through co-design to deliver responsive and intentional programming.

***All workshop series are delivered in customized formats. Materials are available in English and Spanish. Participant surveys are to measure program impact and outcome data is summarized and shared with the FEI program partners.***



**FAMILY ENGAGEMENT SERVICES AND TIMELINES:**

**SCOPE OF WORK:** College Noncredit Parenting Classes; Outreach and Technical Assistance

- FEI will deliver a year-round family engagement program by creating a learning community of parents that attend **regular weekly virtual 2- hour meetings on Tuesdays from 6-8pm for 8 weeks in Fall 2022 (September 27<sup>th</sup> – November 16<sup>th</sup>); 8 weeks in Winter 2023 (January 17<sup>th</sup> – March 14<sup>th</sup>); and 4 weeks in Spring 2023 (April 18<sup>th</sup> – May 9<sup>th</sup>)**
  - FEI will enroll parents into the noncredit college parenting courses (see above) on-site and/or online, at no cost to the students. \*Face-to-face vs. online delivery will be dependent on mutual agreement by both parties and subject to CDC, SCC, Districts, etc. COVID related guidelines.
- FEI will coordinate with MVWSD to outreach as early as late August 2022 to families and staff through presentations at staff meetings, district meetings, tabling, and other outreach opportunities
- Family Bridge to College Foothill Day on the Hill (Saturday, 8am-1pm. late April or early May 2023) Field trip to Foothill College| 12345 El Monte Rd.| Los Altos Hills, CA, 94022
  - FEI, Foothill College provides activities, campus programming, snacks, and lunch.
  - MVWSD provides transportation to Foothill College at MVWSD expense and staff to help with transportation and at the event.
- FEI is available to deliver equity minded professional development for staff to build tools and strategies that foster cultural reflection, trust, and partnership with students and families as determined by MVWSD

**FEE-FOR-SERVICE:**

FEI Technical Support Fee for Service

Mountain View Whisman School District 2022 - 2023

2022 – 2023 Deliverables:	
<ul style="list-style-type: none"> <li>● Partner Development/Planning</li> <li>● Educational Materials</li> <li>● Outreach</li> <li>● Evaluation/Data Collection</li> <li>● Family Bridge to College/Day on the Hill at Foothill College               <ul style="list-style-type: none"> <li>○ Transportation arranged by MVWSD and provided at MVWSD's expense</li> </ul> </li> </ul>	Cohort minimum of 30 parent/primary caregivers
<b>Fee for Service Costs:</b>	<b>\$ 20,000.00</b>

Additional Costs (Optional):
<ul style="list-style-type: none"> <li>● Professional Development - \$1,000 Per Hour</li> </ul>