

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

THIS AGREEMENT is made and entered into on September 22, 2022 ("Agreement"),  
by and between and **Mountain View Whisman School District** ("District") and Right At School, LLC  
("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: \$ \_\_\_\_\_; *or*

Contractor will provide a maximum number of hours of service at a rate of \$ \_\_\_\_\_ per hour

for a total not to exceed \$ \_\_\_\_\_; *or*

**See Exhibit B**  
 **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 September 23, 2022 and

**shall be completed by** August 31, 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 checked="" 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? Yes No</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:**  
Right At School  
909 Davis St, Suite 500  
Evanston, IL 60201  
ATTN: Cindy Lawson

**Attn:**

**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: 

**[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:** al (Contractor initials). **INITIAL HERE:** al (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:** al (Contractor initials).

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

**INITIAL HERE:** al (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 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: \_\_\_\_\_



**Employer Identification and/or Social Security Number:** 27-3553118

**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):** 010-2600-0-9330-00-0000-0000-000000-009-0219

**Approvals Required Prior to Contract Start Date**

<p><b><u>Requesting Administrator/Authorized Signer:</u></b></p> <p>Mountain View Whisman School District</p> <p>Dated: September 22, 2022</p> <p>Signature: </p> <p>Print Name: Geoffrey Chang</p> <p>Print Title: Dir. Fed, State, Strategic Prog</p>	<p><b><u>Contractor:</u></b></p> <p>Right At School, LLC</p> <p>Contractor Name: _____</p> <p>Dated: September 22, 2022</p> <p>Signature: </p> <p>Print Name: Adam Case</p> <p>Print Title: Chief Growth Officer</p>
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APPROVAL	
Authorized Signer (if not above)	Superintendent/Designee
<p>Dated: _____, 20____</p> <p>Signature: _____</p> <p>Print Name: Cathy Baur</p> <p>Print Title: Chief Academic Officer</p>	<p>Dated: _____, 20____</p> <p>Signature: _____</p> <p>Print Name: Ayindé Rudolph</p> <p>Print Title: Superintendent</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 B**  
**Part 1**

Right At School (“RAS” or “Provider”) will operate an after-school program (“program”) from the end of the school day until 6 pm during the 22/23 school year at designated elementary and middle schools in Mountain View Whisman School District (“MVWSD” or “the District”). The program will operate on regular full school days and will be closed on federal holidays. Right At School will also operate a camp (“camp”), for each enrolled student for nine hours per day for 30 intersession days (non-school weekdays) at mutually agreed upon locations. The exact intersession dates will be determined by the District at a later time. The program shall comply with District and state requirements for a program operated and funded by the Extended Learning Opportunities Program and all terms outlined in the Services Agreement between Right At School LLC and Mountain View Whisman School District.

The District will pay the tuition for a minimum of 10 Transitional Kindergarten/Kindergarten (“TK/K”) students and 15 1<sup>st</sup>-5<sup>th</sup> grade students per elementary school and 30 6<sup>th</sup> grade students per middle school to enroll in the after school program and intersession camp. The cost per child will be \$2238 per 1<sup>st</sup>-6<sup>th</sup> grade student and \$2755 per Transitional Kindergarten/Kindergarten student. Commencing with the first day of active services at each school site (students attending program or camp), the total yearly cost per elementary school program and camp (assuming a minimum of 10 TK/K and 15 1st-6th students) will be \$61,120 and the cost per middle school program and camp (assuming a minimum of 30 6th grade students) will be \$67,140.

District will make payments on the first day of each month at the rate of 1/12 (8.33%) of the total yearly cost of active services (students are attending program at their specific site). Payments are due, and must be received by Right At School, prior to the first day of the month as listed above. RAS invoices will comply with all applicable Expanded Learning Opportunities Program requirements.

By mutual agreement, the District may choose to pay the tuition for additional students to attend in groups of 15 enrolled 1<sup>st</sup>-6<sup>th</sup> graders, at cost of \$33,570 per group, and 10 enrolled TK/K students, at a cost of \$27,550 per group. The same terms and procedure as above apply, including but not limited to calculation of the aggregate additional payment over the applicable term and payments on a monthly basis.

By mutual agreement, the District and Provider may add additional dates of service, services, and rates to the signed Professional Services Agreement.

Exhibit B  
Part 2

**SERVICES AGREEMENT**

By and Between:

**RIGHT AT SCHOOL, LLC**

and

**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**

This SERVICES AGREEMENT ("Agreement") is entered into this 4th day of April, 2019 (the "Effective Date") by and between Right at School, LLC (the "Provider"), and Mountain View Whisman School District (the "District").

**RECITALS**

- A. The District and the Provider wish to enter into an agreement that defines their relationship, describes services that the Provider will provide for and on behalf of the District, and establishes the manner in which services will be provided.
- B. The Provider has expertise in providing services of the type described in this Agreement and has the necessary knowledge, skill, and experience to provide those services for the District.
- C. The District desires to retain the Provider to provide the services described in this Agreement at the schools within the District identified on or pursuant to Exhibit A (the "School(s)").

NOW, THEREFORE, in consideration for the foregoing and mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1. **Incorporation of Recitals.** The foregoing recitals are incorporated into and made a part of this Agreement.

Section 2. **Term.** This Agreement is for a term commencing on the Effective Date and continuing through June 30<sup>th</sup>, 2020 (the "Term"), unless the Agreement is terminated sooner in accordance with the terms of this Agreement. After the Term of this Agreement, the Agreement will automatically renew on an annual basis, subject to the Termination provisions of this Agreement.

Section 3. **Scope of Services.** The Provider agrees to provide the services described in Exhibit A to this Agreement (the "Services") for and on behalf of the District in accordance with the terms and conditions of this Agreement.

Section 4. **Statement of Work.** The Provider or its subcontractors will be responsible for performing the Services; providing all materials necessary for the Services; and paying all taxes, employees' salaries or contracts, and other expenses associated with performing the Services. The Provider or its subcontractors will be responsible to direct and control the performance of the Services on a day-to-day basis and to provide and supervise all personnel

who perform the Services. The District, from time to time, may request changes to the Scope of Services. Any amendments to this Agreement must be made in writing and signed by both Parties.

Section 5. Independent Contractor. The relationship between the Provider and the District shall be that of independent contractor.

Section 6. Schedule for the Services. The District and Provider will cooperate to develop a schedule for the Services that is mutually agreeable to the Parties. For each session, the schedule will include the starting and ending time, the location or locations in the School(s) where the Provider will perform the Services, and any other information that the Parties mutually deem appropriate.

Section 7. Enrollment of Students. The Parties will cooperate to provide information regarding the Provider's Services to parents and students and to enroll students in the Services in the manner set forth in Exhibit A. Right At School requires a minimum of 15 students be pre-registered in each school program by July 15 prior to the start of the academic year. If the number of pre-registered students in a program is below 15 on or after July 15, Right At School may choose to close the program with two (2) weeks' written notice.

Section 8. Compensation and Payment. The Provider shall be solely responsible for charging and collecting tuition from the parents of enrolled students. The Provider shall pay to the District a portion of the tuition and fees the Provider collects for the Services in the manner and amount set forth in Exhibit B to compensate the District for the use of District and School facilities and resources.

Section 9. Staffing by Provider. The District has retained the Provider to perform the Services because of its expertise and the skill and experience of its professional staff and personnel, and the skill and experience of its subcontractors. The Provider must maintain and use sufficient staff to effectively fulfill the Provider's obligations under this Agreement, and the Provider's personnel, and any subcontractor's personnel, must be fully qualified to perform their respective duties.

Section 10. Confidential Information.

A. Acknowledgment of Confidentiality. The Parties acknowledge that they may be exposed to confidential and proprietary information of the other party including, without limitation, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (including marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

B. **Covenant Not to Disclose or Misuse Confidential Information.** Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by this Agreement except as approved in advance by the owner of the information. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

C. **Ownership of Curriculum and Instructional Materials.** All curriculum, instructional materials, and other documents and items are the property of the Provider and are to be treated as proprietary and confidential. Such items shall not be used by the District or School(s) for any purpose without the express written consent of the Provider.

D. **Student Records.** The Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and all other applicable federal and state law regarding the confidentiality of personally identifiable student information provided by the District. Any release of information contained in student education records provided by the District must be approved by the District. To protect the confidentiality of student education records provided by the District, the Provider will limit access to such records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

Section 11. **Compliance with Laws.** The Provider and its subcontractors must perform the Services in compliance with all applicable federal, state, county, and local laws and regulations and all applicable District and School policies and rules in effect now or later and as amended from time to time, including the Drug Free Workplace Act, FERPA, the Protection of Pupil Rights Amendment, the Health Insurance Portability and Accountability Act, and all applicable non-discrimination laws.

Section 12. **Background Checks.** The Provider will comply with all applicable background check laws for its employees and subcontractors that (i) will have contact with children through their performance of the Services, and (ii) are not also employed by the District. For any District employees who perform Services for the Provider, the Provider shall be entitled to rely on the District's criminal background check and determination of suitability for employment, and the Provider shall not be required to perform any additional background check or determination of suitability for such persons.

Section 13. **Insurance.** Provider, at its own expense, shall procure and maintain the following insurance policies, at a minimum, in the following amounts:

A. **Workers' Compensation and Employers' Liability Insurance.** Workers Compensation insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide Services under this agreement with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.

B. Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate for bodily injury, personal injury and property damage liability.

C. Automobile Liability Insurance. Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

D. Umbrella/Excess Liability Insurance: Umbrella or Excess Liability Insurance with limits not less than Five Million Dollars (\$5,000,000) per occurrence, which will provide additional limits for employer's general and automobile liability insurance, and Professional Liability and Sexual Abuse and Molestation insurance.

E. Professional Liability Insurance: Professional Liability insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate.

F. Sexual Abuse and Molestation Insurance: Sexual Abuse and Molestation Insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate.

G. The Provider shall include the District as an additional insured to the insurance policies described above (excluding the Worker's Compensation Insurance Policy).

#### Section 14. Termination.

A. Termination for Default. Either Party may terminate this Agreement if the other Party materially fails to observe or perform any covenant, obligation, or provision of this Agreement, and the Party's material failure continues for a period of thirty days after it receives a written notice of default from the other Party.

B. Termination for Convenience. Either Party may terminate this agreement for convenience upon 90 days written notice to the other party.

C. Payment for Services Rendered. In the event of any termination, the Provider may charge tuition and fees and shall be obligated to pay usage fees to the District in accordance with Exhibit B up to the date the Agreement is terminated.

Section 15. Cooperation. Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide quality programming for students within the District and School.

#### Section 16. Indemnification.

A. The Provider agrees to indemnify, defend and hold harmless the District and/or Schools and its employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or resulting from the gross negligence or willful misconduct of the Provider.

B. The District and/or Schools agree to indemnify, defend and hold harmless the Provider, its board of directors, officers, agents and employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or related to the gross negligence or willful misconduct of the District and/or Schools.

**Section 17: General Provisions.**

A. Notices. All notices, billings, and other correspondence required to be given to either Party pursuant to this Agreement shall be sent by email or facsimile or delivered or mailed to the following addresses:

**If to the District:**

Mountain View Whisman School District  
1400 Montecito Avenue  
Mountain View, CA 94043  
Fax: 650-964-8907  
Email: [supt@mvwsd.org](mailto:supt@mvwsd.org)  
Attention: Ayinde Rudolph

**If to the Provider**

Right at School, LLC  
622 Davis Street, Suite 200  
Evanston, IL 60201  
Fax: 1-855-287-4444  
Email: [cindy.lawson@rightatschool.com](mailto:cindy.lawson@rightatschool.com)  
Attention: Cindy Lawson

B. Recordkeeping. The Provider shall maintain books and records relating to the performance of the Services including records of the enrollment of students, collection of tuition and fees, and payment of fees the District. The District shall have a right to inspect such records upon notice to the Provider at a time that is mutually convenient for the Parties.

C. Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

E. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

F. Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized and that the person who executed this Agreement is authorized to do so on behalf of the Party. This Agreement may be executed in two or more counterparts.

**G. Assignment.** Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.

**H. Exhibits.** The following exhibits are incorporated into and made a part of this Agreement:

**Exhibit A – Scope of Services**

**Exhibit B – Payment to District for Facility Use**

**[SIGNATURE PAGES FOLLOW]**



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

MOUNTAIN VIEW WHISMAN SCHOOL  
DISTRICT

By: 

Its: \_\_\_\_\_

Date: 4/12/19

RIGHT AT SCHOOL, LLC

By: 

Its: Chief Services Office

Date: 4/16/19

**EXHIBIT A**  
**SCOPE OF SERVICES**

The following scope of services has been agreed to by the Provider and District:

Right At School operates the District's enrichment programs at the following schools as of the Effective Date: Benjamin Bubb Elementary, Edith Landels Elementary, Frank L. Huff Elementary, Gabriela Mistral Elementary, Jose Antonio Vargas Elementary, Mariano Castro Elementary, Monta Loma Elementary, Stevenson Elementary, Theuerkauf Elementary, Crittenden Middle, and Graham Middle. Programs include after-school, and/or before-school, and/or other enrichment programming, including, but not limited to, kindergarten wrap-around, pre-school, winter-break, spring-break, summer-break, and teacher in-service day programming. The District may provide written authorization to Right At School to operate the District's enrichment programs at one or more additional schools, which authorization Right At School may, in writing, accept or reject in its sole discretion. If Right At School accepts the authorization to operate the District's enrichment programs at one or more additional schools, such programs shall be operated in accordance with and subject to this Agreement.

Right At School will specifically provide:

- A dedicated Area Manager to oversee all aspects of all the District's programs, providing a direct link for all school administrators.
- Well-qualified and trained staff. All staff are trained using our innovative blended learning training model, and receive extensive instruction before entering the program.
- All program management and oversight, including structure, scheduling, vendor management, etc.
- Ongoing new enrichment units and classes throughout the year.
- One-stop parent registration and payment through our portal system.
- Support (through our toll-free customer service call-center) for any parent questions or issues.
- Marketing materials and other information to promote the programs to interested families.
- Ongoing outreach to your PTAs and school communities to build relationships and solicit feedback.
- A 50% discount to Mountain View Whisman School District staff members, a 25% discount to families receiving free or reduced lunch, and a 10% sibling discount.

- 6.5% of all revenues from our Right Club program at each school.

## **EXHIBIT B**

### **PAYMENT TO DISTRICT FOR FACILITY USE**

This provision for Payment of Schools for Facility Use ("Lease") is effective as of the date written on the signature page of this Agreement, and is entered into between the District ("Landlord") and the Provider ("Tenant").

#### **RECITALS:**

- A. The District is the owner of Benjamin Bubb Elementary, located at 525 Hans Avenue, Mountain View, CA 94040
- B. The District is the owner of Edith Landels Elementary, located at 115 West Dana Street, Mountain View, CA 94041
- C. The District is the owner of Frank L. Huff Elementary, located at 253 Martens Avenue, Mountain View, CA 94040
- D. The District is the owner of Gabriela Mistral Elementary, located at 505 Escuela Avenue, Mountain View, CA 94040
- E. The District is the owner of Jose Antonio Vargas Elementary, located at 220 N Whisman Road, Mountain View, CA 94043
- F. The District is the owner of Mariano Castro Elementary, located at 500 Toft Street, Mountain View, CA 94041
- G. The District is the owner of Monta Loma Elementary, located at 460 Thompson Avenue, Mountain View, CA 94043
- H. The District is the owner of Stevenson Elementary, located at 750 San Pierre Way, Mountain View, CA 94043
- I. The District is the owner of Theuerkauf Elementary, located at 1625 San Luis Avenue, Mountain View, CA 94043
- J. The District is the owner of Crittenden Middle, located at 1705 Rock Street, Mountain View, CA 94043
- K. The District is the owner of Graham Middle, located at 1175 Castro Street, Mountain View, CA 94040

The District is the owner of additional school properties which may be added to the scope of Services of the Services Agreement pursuant to Exhibit A to the Services Agreement (the "Additional Schools").

The school properties listed in Recitals A through K, as well as the Additional Schools, are collectively referred to as the "Schools" in this Lease.

W. The District desires to lease a portion of the space and facilities located on the properties listed in Paragraphs A through K (the "Premises") to Tenant and Tenant desires to rent the Premises from Landlord for use for educational programs and services as described in Exhibit A (the "Services") to the Services Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the parties agree as follows:

1. **Facility Agreement:** Landlord and Tenant entered into the Services Agreement pursuant to which Tenant was granted authority to enter, occupy, maintain, and provide the Services set forth in Exhibit A within the application regulatory requirements.
2. **Term:** Landlord hereby leases the Premises to Tenant, upon the terms and conditions set forth herein, for a term commencing on the Effective Date and continuing until termination of the Services Agreement (the "Term"). If the Services Agreement is terminated or not renewed for any reason, or if the Tenant otherwise ceases to operate the Premises for the Services, this Lease shall terminate on: (i) the date said Services are terminated or not renewed; of (ii) the date Tenant ceases to operate in accordance with the terms of this Lease.
3. **Rent:** In consideration of the leasing of the Premises set forth above, Tenant agrees to pay to the Landlord, as rent for the Premises, the sum of 6.5% of Tenant's Right Club revenue at each premise per year, paid semi-annually in January and July.

IN WITNESS OF, the parties have caused this Lease to be executed by their duly authorized representative as of the date reflected on the Signature Page attached

## **FIRST AMENDMENT TO SERVICES AGREEMENT**

By and Between:

**RIGHT AT SCHOOL, LLC**

and

**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**

This FIRST AMENDMENT to the SERVICES AGREEMENT, ("Amendment") is entered into this 7<sup>th</sup> day of May, 2021 by and between Right at School, LLC, a Delaware limited liability company ("Provider"), and Mountain View Whisman School District ("District") (collectively the "Parties" or individually a "Party").

### **RECITALS**

- A. District currently contracts with Provider through the Services Agreement to provide enrichment programs at District schools on school days and over school breaks.
- B. Right At School has gained valuable experience providing childcare during the pandemic and has the expertise to provide such services in a safe and supportive manner.
- C. The Parties anticipate increased need for Provider's services and additional funding, such as the federal government's Elementary and Secondary School Emergency Relief Fund, provides an opportunity for the District to make the Provider's services available for additional students and families.

NOW, THEREFORE, the Services Agreement is amended as follows:

### **AGREEMENT**

Section 8 is amended to read:

**Compensation and Payment:** Where the District has determined it will cover some or all of the cost of program tuition for students, the District shall pay Provider directly in the amounts and on the schedule set forth in Exhibit C. For all other students, Provider shall be solely responsible for charging and collecting tuition from the parents or legal guardians of enrolled students.

Provider shall pay to the District a portion of the tuition and fees the Provider collects for the Services from the parents or legal guardians of enrolled students in the manner and amount set forth in Exhibit B to compensate the District for the use of District and School facilities and resources.

Exhibit C is added to read:

#### **Provider Fee Schedule**

Right At District will operate a summer enrichment camp from June 14, 2021 to July 9, 2021 at Monta Loma Elementary School. The camp will serve up to 30 enrolled students. The camp will be free for Mountain View Whisman families. The camp will operate from 2 PM to 6 PM on weekdays and will be closed on federal holidays.

The total cost is \$6,536 for the term of June 2021 to July 2021. District will make payments on a monthly basis which will be invoiced as follows:

- June (due prior to June 1, 2021): \$3,268
- July (due prior to July 1, 2021): \$3,268

Payments are due, and must be received by Provider, prior to the first day of the month as listed above. District agrees that for any payments received 30 days or more late, it will: (1) pay a one-time late charge of 5% times the amount past due, and (2) pay interest on the past due amount starting on the 30<sup>th</sup> day of the month at the rate of 10% per annum or the maximum interest rate allowed by law, whichever is lower.

If District determines it would like to cover the tuition for additional students, then it may do so in groups of 15 students per camp subject to Provider's agreement. The same terms and procedure as above apply, including but not limited to calculation of the aggregate additional payment over the applicable term and payments on a monthly basis.

By mutual agreement, the District and Provider may add additional dates of service, services, and rates to the Provider Fee Schedule.

MOUNTAIN VIEW WHISMAN SCHOOL  
DISTRICT

By: \_\_\_\_\_

Name: Rebecca Westover, Ed. D.  
Its: Chief Business Officer  
Date: 6/7/21

RIGHT AT SCHOOL, LLC

By: \_\_\_\_\_

Name: Adam Case  
Its: Chief Services Officer  
Date: 5/7/2021

Mountain View Whisman  
School District

JUN 8 2021

Board Approved

Exhibit A

# **Mountain View Whisman School District**

## **EXPANDED LEARNING OPPORTUNITIES PROGRAM PLAN GUIDE**

Prepared by:  
Mountain View Whisman School District

Mountain View Whisman School District  
1400 Montecito Ave.  
Mountain View, CA 94303



**Mountain View  
Whisman  
School District**

**This Program Plan Template Guide is required by California *Education Code (EC)*  
Section 46120(b)(2)**

## Name of Local Educational Agency and Expanded Learning Opportunities Program Site(s)

Name of Local Educational Agency or Equivalent:	Mountain View Whisman School District
Contact Name:	Geoffrey Chang
Contact Email:	gchang@mvwsd.org
Contact Phone:	(650) 526-3500 x1135

**Instructions:** Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1. Benjamin Bubb Elementary School
2. Mariano Castro Elementary School
3. Crittenden Middle School
4. Isaac Newton Graham Middle School
5. Amy Imai Elementary School
6. Edith Landels Elementary School
7. Gabriela Mistral Elementary School
8. Monta Loma Elementary School
9. Stevenson Elementary School
10. Theuerkauf Elementary School
11. Jose Antonio Vargas Elementary School

### Purpose

This template will aid LEAs in the development of a program plan as required by EC Section 46120(b)(2). In this program plan, LEAs will describe program activities that support the whole child, and students' Social and Emotional Learning (SEL) and development.

### Definitions

"Expanded learning" means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (EC Section 8482.1[a])

"Expanded learning opportunities" has the same meaning as "expanded learning" as defined in EC Section 8482.1. "Expanded learning opportunities" does not mean an extension of instructional time, but rather, opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (EC Section 46120[e][1])

### Instructions



This Program Plan needs to be approved by the LEA's Governing Board in a public meeting and posted on the LEA's website.

The program plan template guide is considered a living document that is periodically reviewed and adjusted to reflect the needs of the community, updates in the law, and to provide continuous improvement in the development of an effective ELO-P.

The LEA is responsible for creating, reviewing, and updating the program plan every three years in accordance with EC Section 8482.3(g)(1). LEAs are encouraged to work collaboratively with partners and staff to develop and review the program plan. The LEA is responsible for the plan and the oversight of any community partners or subcontractors. The LEA should include any partners in the development and review of the plan. It is recommended that the plan be reviewed annually.

The Expanded Learning Division adopted the Quality Standards for Expanded Learning in California (Quality Standards) and introduced requirements for Continuous Quality Improvement (CQI) to help programs engage in reflection and be intentional about program management practices and activities delivered to students. To create the program plan, provide a narrative description in response to the prompts listed under each Quality Standard below. The LEA may customize and include additional prompts, such as describing SEL activities, or refining the plan. In addition to the narrative response, it may be useful to include tables, charts, or other visual representations that contribute to the understanding of the ELO-P. LEAs are encouraged to download and reference the Quality Standards in order to provide ongoing improvements to the program. The Quality Standards can be found on the California Department of Education's (CDE) Quality Standards and CQI web page, located at <https://www.cde.ca.gov/ls/ex/qualstandcqi.asp>.

## 1—Safe and Supportive Environment

Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the schoolsite or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.

MVWSD has successfully operated an enrichment program for three years utilizing the services of Right At School's (RAS) Right Club and for over 25 years with the YMCA After School Program. For 15 years, we have also operated our own after school Beyond the Bell (BTB) program funded by the ASES grant. During this time, all partners have consistently demonstrated their ability to develop and operate programs in a safe and supportive learning environment in collaboration with MVWSD district and site staff.

ELO-P will continuously seek to create a warm, welcoming and inclusive environment by practicing culturally-responsive teaching and fostering children's positive identity development.

In addition to direct student supports, students experience a safe and supportive environment utilizing safety protocols aligned with those utilized by MVWSD staff on each site.

ELO-P will focus on integration with the school site health, safety, and academic priorities and policies while integrating SEL activities into their weekly programming.

MVWSD schools are located in suburban neighborhoods, allowing students to walk to and from school. There are safe student biking and walking routes clearly identified for school sites. These same routes will be utilized for after school programming at the designated school sites.

Participating students in grades TK - 6 will be able to walk to the meeting spot located on their campus. Student to staff ratios in grades 1-6 will be 30:2. TK/K staff ratios will be 1:10 and students participating in the program will be accompanied to the program location on campus.

The ELO-P will follow the same school safety plan implemented during the instructional school day, in addition to specific procedures related to after school program related activities that are documented in the district wide policies. All ELO-P staff are required to attend safety training drills throughout the school year.

## 2—Active and Engaged Learning

Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.

Our focus in the ELO-P is academic support, recreation, enrichment, and social emotional learning.

### Academic:

All students will have the opportunity daily to have support in current homework and/or schoolwork, as needed. Additionally, partners will collaborate with participating students' site administration to align their extended day program academic supports and interventions. This collaboration will ensure all learning needs are being met, targeted, and presented to students in new and exciting learning modalities including individual virtual tutoring sessions to build reading or math skills.

### Enrichment

Students will be able to choose from a variety of enrichment opportunities on a rotating basis throughout the year. This choice will increase motivation and engagement and balance the academic support that will also be available to all students in the program. Enrichment activities will be from a variety of interests to offer activities that appeal to a wide variety of students.

#### **Physical Activity:**

Physical activity through recreation is a daily part of the ELO-P, building healthy habits, providing movement after a rigorous school day, and engaging students that particularly enjoy sports. Students engage in 30 minutes daily of physical recreation, with a variety of individual, group, and team activities. ELO-P will allow participants to play in structured and unstructured games and activities.

#### **SEL:**

Through building positive relationships with their peers and their program leaders the students develop healthy mental and emotional habits and gain a sense of belonging to their community. Additionally, the partner agencies use a structured curriculum such as Project Cornerstone or I Am to focus on character development, self awareness, and appreciation of diversity. The site program will also collaborate with the host school site to use the SEL strategies and language used with the students during the regular school day.

### **3—Skill Building**

Describe how the program will provide opportunities for students to experience skill building.

In addition to the active and engaged learning described above, each agency has an afterschool curriculum designed to engage students at the end of the day. Twenty-first century skills will be interwoven daily in the after school activities. Students will use information technology as appropriate for their grade level, will engage in a variety of activities that provide opportunities for both creativity and critical thinking, and will engage in group interaction daily to build collaboration and communication skills. Products and projects will be the vehicles for students to use these 21st century skills in a meaningful and purposeful way. Students will participate in in-house field trips and hands-on activities that build their 21st century skills.

### **4—Youth Voice and Leadership**

Describe how the program will provide opportunities for students to engage in youth voice and leadership.

Student voice and ownership of learning is an overarching priority area of MVWSD's strategic plan. The ELO-P afterschool programming will maintain this focus, providing students opportunities to make decisions around the program every day, from choosing their individual activities to making group decisions on which activities and events to include in the program.

Students will also have the opportunity to share ideas about the successes and opportunities for improvement in their afterschool program. Data taken from informal and formal data gathering efforts will be used to improve the program and integrate the ever changing trends of student interest.

### **5—Healthy Choices and Behaviors**

Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programming.

Social Emotional Learning is embedded in every aspect of programming so students have an opportunity to actively engage in opportunities that build social skills in a variety of areas. SEL is also intentionally addressed in the monthly programming such as Project Cornerstone or the "I AM" Program, designed to foster positive identity, relationships and behaviors in students through a focus on character and SEL traits.

Each afternoon students participate in fitness activities that contribute to healthy lifestyle choices. In addition, ELO-P will follow all nutrition requirements while providing a variety of snacks. Students will have a healthy snack each afternoon.

## 6—Diversity, Access, and Equity

Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.

ELO-P programming will align with MVWSD's Strategic Plan 2027 goals of Ensuring an Inclusive and Welcoming Culture and Focus on Student Socio-Emotional Health. Our Director of Equity will collaborate with our partner agencies to provide the same training to After School Program staff as is provided to all district staff throughout the year.

Students with disabilities that meet ELO-P eligibility requirements will have access to the ELO-P and MVWSD will collaborate with our Learning Challenges Committee to distribute registration information. Many program participants are English Learners, and many staff members are bilingual and able to provide linguistic support and cultural understanding as well as building cultural understanding in others. Appreciation of diversity and cultural pride are a mainstay of both our regular day and afterschool programming.

## 7—Quality Staff

Describe how the program will provide opportunities for students to engage with quality staff.

All staff have full days of staff training prior to the start of the school, must attend monthly staff meetings, and have ongoing staff training throughout the year. Each partner provides staff training in the following areas:

- CPR, First-Aid certified
- Mandated Reporting (Child Abuse and Neglect)
- Agency and district protocols, procedures, and regulations
- Developmentally appropriate behavior incentives and correction
- SEL strategies and lessons
- Providing academic support
- Equity

Qualifying employees who currently work in our schools will be encouraged and have the opportunity to apply for positions to work in the ELO-P through RAS and/or YMCA.

## 8—Clear Vision, Mission, and Purpose

Describe the program's clear vision, mission, and purpose.

The vision of MVWSD's ELO-P is to provide a safe, enriching, supportive environment for students during their extended day, aligned with the district mission: "We inspire, prepare and empower every student." The purpose of this program is to support ALL students in this safe, fun learning environment and increase after school opportunities for ALL of our students.

## 9—Collaborative Partnerships

Describe the program's collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.

In addition to BTB, our ASES program, the MVWSD ELO-P has partnerships with Right at School and the YMCA. Together, through collaborative planning, mutual support of our students, and ongoing communication, our goal is to provide an exemplary extended day experience that is available to all unduplicated students. In addition to ASES and our community partnerships, we will be working with our state run preschool partners to ensure a smooth transition for our TK/K students moving from one grade level to the next.

## 10—Continuous Quality Improvement

Describe the program's Continuous Quality Improvement plan.

Each quarter and during the summer, district office staff will conduct walkthroughs at all of the ELO-P school sites. They will also meet each quarter with leadership of each partner agency to examine data, both quantitative (enrollment) and qualitative (parent, staff, and student surveys and feedback). Our intent is to consistently engage in a data-based, continuous improvement cycle using the Quality Standards for Expanded Learning; setting goals and identifying next steps for improvement in staff development, curriculum, and scheduling.

## 11—Program Management

Describe the plan for program management.

MVWSD has a designated administrative position to oversee ELO-P districtwide. The partner agencies provide a site manager at each program site. Each program on a school site will have a school site manager and these site managers are overseen by area managers. School site and area managers participate in ongoing collaboration and communication with school site principals. Agency Directors will participate in ongoing collaboration and communication with MVWSD leadership. This supervision will provide ongoing accountability from MVWSD and partner agency leadership to ensure a quality program is provided at each school site.

## General Questions

### Existing After School Education and Safety (ASES) and 21st Community Learning Centers (21st CCLC) Elementary and Middle School grantees.

ASES, 21st CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.

MVWSD has had an existing ASES program, Beyond the Bell, for 15 years. This program has fulfilled similar goals and priorities as ELO-P and will continue to provide this service to MVWSD families at select sites in the district, using ASES funding under the umbrella of ELO-P. Beyond the Bell prioritizes enrolling unduplicated pupils at the 5 school sites served. It is our goal, as the ELO-P develops, to provide one comprehensive and seamless program that includes ASES priorities and funding. Current policies and procedures are being reviewed and updated to ensure requirements of all grants and funding are satisfied as well as ensure accessibility and flexibility to students and families (e.g. attendance requirements, early release policy).

### Transitional Kindergarten and Kindergarten

Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. (EC Section 46120[b][2][D]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?

Partner agencies will hire staffing to ensure a pupil to staff ratio of no more than 10:1 in TK and Kindergarten. Staff will be well trained to ensure a developmentally appropriate environment for our TK and K students. We will collaborate with our preschool department to provide specific curriculum and programs for our youngest students, ensuring they are happy, safe, and learning. It is our hope to include staff recruited from among those currently serving in our school sites to ensure a seamless interface between school and the ELO-P. In addition to collaboration with our preschool department, we will strive to collaborate with First Five Santa Clara County to access their expertise to provide training and support activities for this age group.

### Sample Program Schedule

Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.

Regular School Year Schedule 180 days:  
8:00 a.m. - 2:00 p.m. - Regular Instructional Day  
2:00 p.m. - 5:00 p.m. - ELO-P funded programming  
Intersession and/or Summer Session Schedule 30 days:  
8:00 a.m. - 5:00 p.m.





**Below are additional legal requirements for the ELO-P. Please ensure your Program Plan meets all of these legal requirements:**

**EC Section 46120(b)(2):**

[LEAs] operating expanded learning opportunities programs may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple school sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on the following;

(2) [LEAs] operating expanded learning opportunity programs pursuant to this section may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple schoolsites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on all of the following:

(A) The department's guidance.

(B) Section 8482.6.

(C) Paragraphs (1) to (9), inclusive, and paragraph (12) of subdivision (c) of Section 8483.3.

(D) Section 8483.4, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

**EC Section 46120(b)(1)(A):**

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the 175-instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time and expanded learning opportunities per instructional day.

**EC Section 46120(b)(1)(B):**

For at least 30 nonschooldays, during intersessional periods, no less than nine hours of in-person expanded learning opportunities per day.

**EC Section 46120(b)(3):**

[LEAs] shall prioritize services provided pursuant to this section at schoolsites in the lowest income communities, as determined by prior year percentages of pupils eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with expanded learning opportunities programs across their attendance area.

**EC Section 46120(b)(4):**

[LEAs] may serve all pupils, including elementary, middle, and secondary school pupils, in expanded learning opportunity programs provided pursuant to this section.



**EC Section 46120(b)(6):**

[LEAs] are encouraged to collaborate with community-based organizations and childcare providers, especially those participating in state or federally subsidized childcare programs, to maximize the number of expanded learning opportunities programs offered across their attendance areas.

**EC Section 46120(c):**

A [LEA] shall be subject to the audit conducted pursuant to Section 41020 to determine compliance with subdivision (b).

**EC Section 8482.3(d):**

[LEAs] shall agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2.

[LEAs] shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 United States Code [U.S.C.] Section 1766).

**EC Section 8482.6:**

Every pupil attending a school operating a program . . . is eligible to participate in the program, subject to program capacity. A program established . . . may charge family fees. Programs that charge family fees shall waive the cost of these fees for pupils who are eligible for free or reduced-price meals, for a child that is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11434a), or for a child who the program knows is in foster care. A program that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay.

**EC sections 8483.4 and 46120(b)(2)(D):**

The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

**EC Section 8482.3(c)(1)(A–B):**

Each component of a program established pursuant to this article shall consist of the following two elements:

(A) An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.

(B) An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.