

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

THIS AGREEMENT is made and entered into on March 16, 2023 ("Agreement"), by and between and Mountain View Whisman School District ("District") and Silicon Valley Education Foundation ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. Services Check one of the options below

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.

- Option 1 - As indicated in Exhibit A – attached
Option 2 - Services explained as follows:

2. Price & Payment Check one of the options below

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

- Option 1 – Flat Fee of \$ 57,000
Option 2 - Maximum number of hours at an hourly rate of \$ Total not to exceed \$
Option 3 – Other, please explain:

3. Contract Dates "Agreement Time"

Services Start Date: March 17, 2023 Services End Date: October 1, 2023

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

- Signed Agreement
Insurance Certificates & Endorsements
W-9 Form

5. Classified Service

- YES NO

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. 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?

6. 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 Contractor: Silicon Valley Education Foundation
1400 Montecito Ave. Street 1400 Parkmoor Avenue #200
Mountain View, CA 94043 City, State, Zip San Jose, CA, 95126
Attn: Chief Business Officer Attn: Chief Operating Officer

7. 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.

Contractor's Initials Here:

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

- 1. Contact with Students:** 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.
- 2. No Contact:** 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.
- 3. Emergency /Exceptional Situation:** Agreement is 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.
- 4. Sole Proprietor:** 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 Name & Initials:

8. Tuberculosis (TB) Screening

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

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

 Select one option below:

- 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.

District Representative initials here:

9. 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.

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

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

Contractor's Initials Here:

CC

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.

11. Infectious Disease Requirements

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

Contractor's Initials Here:

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

12. Type of Entity check one of the following:

- Individual Sole Proprietorship Partnership Limited Partnership Corporation
 Limited Liability Company Other: _____

Employer Identification and/or SSN#: **205061316**

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.

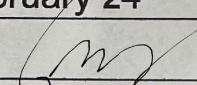
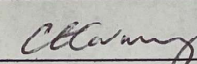
(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding

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:

Approvals Required Prior to Contract Start Date

<u>Requesting Administrator</u>	<u>Contractor:</u>
Mountain View Whisman School District	Contractor Name: <u>Silicon Valley Education Foundation</u>
Dated: <u>February 24</u> , 20 <u>24</u>	Dated: <u>February 27</u> , 20 <u>23</u>
Signature: 	Signature: 
Print Name: <u>Geoff Chang</u>	Print Name: <u>Chris Carney</u>
Print Title: <u>Director, Federal, State, and Strategic Programs</u>	Print Title: <u>Chief Operating Officer</u>

APPROVAL	
Authorized Signer	Superintendent/Designee
Dated: _____, 20__	Dated: _____, 20__
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification



Description of Services and Commitments

between

**Silicon Valley Education Foundation
and
Mountain View Whisman School District**

Elevate [Math]Program

This serves as a facilitating document establishing an agreement between **Silicon Valley Education Foundation (SVEF)**, located at 1400 Parkmoor Avenue, Suite 200, San José, CA and **Mountain View Whisman School District** located at 1400 Montecito Avenue, Mountain View, CA 94043 to implement SVEF's Elevate [Math] from *February 25- October 1, 2023*.

All of the provisions of this document and any attached documents, project proposals, and/or addenda are subject to mutual agreement of the parties, and to review by the School District Superintendent, and when necessary, the School District's Board of Trustees. Parties to this document have the right to terminate the agreement and any addenda by informing the other party in writing three (3) months prior to the date on which termination will become effective.

Program Description and Logistics:

Elevate [Math]: The Elevate [Math] program is designed for incoming 3rd–10th grade students whose test scores (as measured by Smarter Balanced Assessment Consortium (SBAC or other objective measures) indicate they are nearly meeting their grade-level standards. The Programs frontload supplemental accelerated instruction in math readiness, so that students are able to successfully complete their next level math course.

Program Dates: 6/12/2023 – 7/7/2023; Monday- Friday; 9:00 AM – 1:00 PM

Training Dates: Session 1: April 19th AND April 20th 4:00 PM – 6:00 PM (virtual) OR April 22nd 8:30 AM – 12:30 PM (in-person)

Session 2: April 29th 8:30 AM – 12:30 PM (virtual)

Session 3: May 6th 8:30 AM – 12:30 PM (virtual)

Session 4: May 20th 8:30 AM – 12:30 PM (virtual)

District Orientation Dates: June 9th 8:00 AM – 4:00 PM

Details of Elevate [Math] can be found in Addendum I to this document.

Collaborative Successful Partnership Proposed Roles and Responsibilities:

SVEF agrees to:

- Provide the curriculum and professional learning resources for effective implementation of the curriculum specifically aligned and designed to meet grade-level Common Core State Standards (CCSS).
- Market the Program(s) to foundations, corporations, businesses, and individuals in an effort to obtain partial funding for the Programs.
- Provide financial contributions as outlined in the “Class Agreement Breakdown” table on page 4 of this document. The School District will pay for programs prior to the start of the Elevate [Math]/[CS]I Program.
- Provide project management staffing to assist as needed with the following:
 - student recruitment;
 - teacher recruitment;
 - setting meetings;
 - tracking execution of the Programs; and
 - handling financials.
- SVEF will assume the responsibility of fingerprinting and paying teachers.
- Recruit and train college mentors/teaching assistants to enhance college curriculum for E[M] and to provide inspiration and encouragement to students to attend college.
- Facilitate the pre- and post-assessments and surveys, prepare reports on the Programs, track overall student achievement gains, and gather student efficacy survey results to share with the School District and funders.
- Collect student emergency contact information and provide safety guidelines for the classroom and online environment.
- Provide access to required online tools.
- Work with the School District to develop a school year follow up and ongoing summer programming in order to maintain student achievement gains and motivation for preparing for college.

- Recruit and train corporate volunteers to enrich the classroom experience and provide STEM or Career Inspiration Workshops.
- Organize a College Day experience for high school students only (E[M] 9-10+).
- Work with teachers to organize and promote End of Program celebrations for each class.
- Organize site visits to provide donors and/or partners the opportunity to observe classroom sessions. Visits may include student and staff photo releases.

School District agrees to:

- Enroll students only in SVEF programs during SVEF agreed upon hours as noted above.
- Appoint a School District representative to serve as the primary liaison for SVEF, with whom Program coordination can be managed—including student/teacher recruitment and logistics of the Programs. The School District representative agrees to respond to requests for information, feedback, and other communications in a timely manner, generally within 24-48 during business days.
- Appoint a School District representative to serve as the data liaison to SVEF who will provide required data in a timely manner as outlined in Addendum V, VI, and VII to this document.
- Provide a target list for student recruitment and use the enrollment form created by SVEF. If the School District elects to lead recruitment efforts that do not utilize the SVEF enrollment form, the School District will be responsible for manually entering the hardcopy forms into SVEF's online enrollment system. SVEF will not accept scanned forms that do not use the SVEF enrollment template.
- Communicate the policy/procedures for handling student behavior and absence during the summer Programs. The School District will provide SVEF the name of the person responsible.
- If in person, provide basic classroom facilities as outlined in Addendum II to this document.
- Provide the financial contribution to the Programs as outlined on page 4 of this document unless the class is canceled for reasons beyond the School District's control. Such financial contribution should be paid to SVEF prior to the first day of class.
- Identify a representative from the School District's IT department to support the Programs' connection to the internet and ensure that computers/devices are provided for each student to use during the Programs. This includes whitelisting and access to Youtube.com, Desmos, Google Classroom, Zoom, Nearpod, Salesforce etc. SVEF will provide the full list.

Professional Services Agreement - Exhibit A

- Assist in recruitment of teachers for their Program sites. Teachers may be paid through SVEF (simplifying the role of the School District) or through traditional School District processes. The preference will be outlined on pages 4 and 5 of this document.
- Provide TB verification and proof of sexual harassment training for your district recruited teachers. (Human Resources)
- Assist in finding substitutes.
 - SVEF will find substitutes using our lists and the list that the district provides with the understanding district subs will be required to fulfill SVEF hiring procedures
 - SVEF will pay substitutes a daily rate for days worked
- Ensure that all teachers participate in the curriculum and professional development training and Professional Learning Communities (PLCs).
- Assist in recruitment of full classes of students to participate in the Programs. Allow SVEF to contact families directly.
- Support the administration of the pre-post assessments and pre/post surveys.
- Work with SVEF to develop school year follow up and ongoing summer programming in order to maintain student achievement gains and motivation for preparing for college. SVEF collects placement and success data on all alumni students from third grade through completion of high school.
- Commit to placing students who have successfully completed Elevate [Math] into the appropriate grade-level course for the following school year.
- Allow SVEF to host site visits by donors and/or partners with the purpose of observing a classroom session and/or presenting a hands-on STEM Workshop. SVEF will notify district at least 48 hours in advance on visitors coming to campus and have visitors comply with any COVID requirements.

Class Agreement Breakdown for E[M]:

	# of Classes	District Contribution	# of Students per Class
Elevate [Math] 3	2	\$19,000	24
Elevate [Math] 4	2	\$19,000	24
Elevate [Math] 5	2	\$19,000	24

Total	6	\$57,000	144
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The total cost for an SVEF program is \$17,000. SVEF fundraises to offset the cost of providing this program. This summer, SVEF will fundraise to contribute \$7,500 per class, for a total of \$45,000 for this agreement.

- SVEF will be responsible for paying teachers and fingerprinting**
- District will be responsible for paying teachers and fingerprinting and...**
 - will or** **will not invoice SVEF for payment of teacher**

(SVEF will only reimburse up to \$6,200/ES or MS teacher or \$7,500/HS teacher)

Please provide a contact with whom to follow up with any billing questions.

Finance contact: Name John Zepezauer Email jzepezauer@mvwsd.org

ADDENDA

Addendum I: Program Components

	Elevate [Math] 3-5	Elevate [Math] 6-8	Elevate [Math] 9-10
Grades	Rising 3rd-5th	Rising 6th-8th	Rising 9th-10th
Length	75 hours	75 hours	125 hours
Curriculum	Elevate [Math] (math and literacy)	Elevate [Math]	Elevate [Math]
Teacher PD	24 hours PL 6 hours PLC Coaching	24 hours PL 6 hours PLC Coaching	24 hours PD 6 hours PLC Coaching
Classroom Mentor	College Mentor (~1:3)	College Mentor (~1:3)	College Mentor (~1:3)
College Awareness	-UC Berkeley College Curriculum	-UC Berkeley College Curriculum	-UC Berkeley College Curriculum -College Day Event
Growth Mindset	19 day curriculum	19 day curriculum	24 day curriculum

STEM/Career Awareness	-Career Inspiration Workshop -STEM Activity	-Career Inspiration Workshop -STEM Activity	-Career Inspiration Workshop -STEM Activity
End of Program	Celebration Party	Celebration Party	Celebration Party

Addendum II: Facilities and Support for the Elevate [Math] Programs

If in person, School District agrees to provide the location and facilities for the Programs, including:

- Classroom setting for teachers to conduct instruction to students, such that adequate space is allocated for class size and safety guidelines.
- A teacher-preparation and small tutoring space (could be a classroom).
- Access to computers and the internet to support an entire class at one time.
- An outdoor space for students to have physical exercise and to mingle during breaks.
- Access for teachers to printers and photocopiers, including teachers who do not work in the School District during the school year.

If remote, The school District agrees to ensure every student and teacher has Internet and access to a device capable of running Zoom and another program.

If in person, The School District agrees to provide access to the following classroom equipment:

- Class Set of mini-whiteboards *or* plastic sheet protectors filled white copy paper
 - *Note:* If unable to provide either option, teacher can utilize clear plastic cover of the Elevate [Math] notebook
- Class Set of dry erase markers and erasers
- Class Set of iPads/Chromebooks/laptops, with access to the following domains:
 - YouTube, Google Classroom, Kahoot!, Desmos, Padlet (for Growth Mindset and College Information curricula**)
 - Students will also access the following domains for SVEF surveys and pre-/post-assessments: svef-pre.qassess.com, <https://svef.force.com/faculty/login>, and formassembly.com
- Manipulatives (cm cubes, double-sided counters, etc) • General Classroom Supplies, including:
 - Markers, pencils
 - Calculators, Rulers, scissors
 - Whiteout, blue tape, glue sticks
 - Paper clips, post-its •
- Projector and/or Document Camera •
- The following types of paper:

- Sticky pad/ flip chart
- Colored Xerox paper (for small posters)
- Construction paper (for larger posters)
- Butcher paper
- Patty paper (*8th grade only*)
- It is highly recommended that districts provide out-of-district teachers and all College Mentors with a temporary district email/Google account. This enables teachers and students to access a shared Google Classroom. If districts are unable to do so, Elevate [Math]SVEF will create an @elevatemath.com for E[M] and @csi.svef.com for [CS]I domain that must be whitelisted by the district for use by students and the teacher.

SVEF agrees to provide the following classroom materials:

- End of program certificates
- A Gift Card provided to each teacher for extra supplies (including, but not limited to, snacks & incentives)
- Program materials, including:
 - Elevate [Math] Curriculum
 - Pre- and post survey and assessments
 - Core FALs and card sorts
 - College Readiness Curriculum
- Elevate [Math] student swag and materials, including, but not limited to:
 - Elevate [Math] Notebooks
- Grade-specific program handouts for parents
- End of program certificates

Addendum III: Guidelines for Teacher Selection; Responsibilities

School District may select credentialed teachers appropriate for the Programs and who support Program goals. For E[M] the teachers should have strong math experience for the grade they will be teaching that summer. Teachers should complete SVEF's pre- and post-Program surveys to provide feedback in support of Program development.

If the School District cannot provide internal district teachers by February 28, 2023, SVEF may work with the School District to interview and hire teacher(s) from outside the School District.

Addendum IV: SVEF Professional Development

All teachers participating in the Elevate [Math] will be required to participate in:

- professional development;

- PLCs (except Elevate [Math]²); • Elevate [Math] coaching program; and • Elevate [Math] effectiveness studies.

Teachers who miss any of the required trainings will be expected to make up the sessions by watching videos or engaging with the materials.

Addendum V: Student Data and Tracking of Student Achievement

SVEF and the School District have partnered to examine students’ academic trajectories toward college readiness, which includes preparation in mathematics. The partnership will assess the progress of students who participate in the Elevate [Math] or [CS]I through assessments (MAC/MARS), math course placement patterns, and a variety of metrics.

The specific exceptions to the Family Educational Rights and Privacy Act that allow SVEF to request and collect students’ data from a district partner are as follows:

1. Studies exception, 34 C.F.R. Section 99.31(a)(6): Elevate [Math] and [CS]I uses education data for studies to improve instruction.
2. Audit or evaluation exception, 34 C.F.R. Sections 99.31(a) and 99.35: Elevate [Math] and [CS]I share aggregated education data with funders.

Addendum VI: Data Transfer Timelines

The timelines for data transfer are as follows:

Student Data Timeline

Student Data Timeline					
Task	Request Date	Due Date	Data	E[M]	[CS]I
<u>School District sends target student list based on criteria outlined in Addenda</u>	November	January	Student Name	x	x
			10-digit State ID	x	x
			Middle/High School	x	x
			Last SBAC Scaled Score for E[M]	x	
			Parent/Guardian Name	x	x
			Parent/Guardian Phone	x	x
			Parent/Guardian E-Mail	x	x
<u>SVEF provides</u>	n/a	September	Program Attendance	x	x

Professional Services Agreement - Exhibit A

Program Results at debrief meeting			Program Assessment Results	x	x
			Program Survey Results (if available)	x	x
<u>School District sends</u> current and former students school grades and SBAC results <i>each year until graduation</i>	August	September	Missing 10-digit State ID	x	x
			I-ready or similar benchmark	x	
			SBAC Scaled Score (Grades 5-8, 11) for E[M]	x	
			Math Grades for E[M]	x	
			Middle/High School Attending	x	x

Addendum VII: Confidentiality Requirements and Responsibilities of the Parties Relating to Student Data

Confidentiality:

- A. SVEF agrees to preserve the anonymity of all persons and confidentiality of all data collected. SVEF agrees not to release data to any person or organization not involved in Program evaluation.
- B. SVEF requests to share nameless student data with the following SVEF partner organizations that assist with program support and analysis: WestEd and Hispanic Foundation of Silicon Valley (HFSV). Non-specific student data means student names and other identifying personal information will not be shared with the program results. These partner organizations will not be able to name or identify any specific students.
- C. No individual shall be identifiable in any reports, publications, or other documents created by SVEF from the use of data provided by the School District.
- D. SVEF and its contractors shall maintain the confidentiality of all records in accordance with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. These include, but are not limited to, the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 *et. seq.*), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

SVEF responsibilities:

SVEF shall:

- A. use the data collected for evaluation of the Programs Elevate [Math] and [CS]I
- B. retain data in a place that is physically secure from access by unauthorized persons. SVEF agrees that any computer on which the data resides will be password protected at all times;
- C. agree that no individual will be identifiable in any reports, publications, or other documents that are created; and
- D. provide a template list to the district to attain students with California State Identification Number (CSID) and or local student ID numbers for which the data has been requested.

School District responsibilities:

School District shall:

- A. agree to provide a list of students with California State Identification Number ([CS]ID) and or local student ID numbers for which the data has been requested.
- B. designate a contact person to facilitate communications between School District and

SVEF for coordinating the data transfer activities necessary to carry out the agreement; C. collaborate with SVEF, as needed, to facilitate the coordination of the data transfer; and D. agree to participate in data sharing for the course of the agreement.