

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

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 20\_\_\_\_ ("Agreement"),
by and between and Mountain View Whisman School District ("District") and \_\_\_\_\_
YMCA of Silicon Valley
("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.

- [x] Option 1 - As indicated in Exhibit B - 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 \$ \_\_\_\_\_
[ ] Option 2 - Maximum number of hours at an hourly rate of \$ \_\_\_\_\_ Total not to exceed \$ \_\_\_\_\_
[x] Option 3 - Other, please explain: See Exhibit B. Amount not to exceed \$2,000,000

3. Contract Dates "Agreement Time"

Services Start Date: July 15, 2025 Services End Date: July 14, 2026

4. Submittal of Documents

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

- [x] Signed Agreement
[x] Insurance Certificates & Endorsements
[x] W-9 Form

5. Classified Service

- [ ] YES [x] 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
1400 Montecito Ave.
Mountain View, CA 94043
Attn: Chief Business Officer

Contractor: YMCA of Silicon Valley
Street: 80 Saratoga Ave
City, State, Zip: Santa Clara, CA 95051
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: RAD

(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: Geoff Chang

GC

**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: RAD

(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: GC

**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.

<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; <del>\$2,000,000 aggregate</del>
<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

\* See COI

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

Contractor's Initials Here: RAD

**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: RAD

### 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.

**12. Type of Entity** check one of the following:

- Individual     Sole Proprietorship     Partnership     Limited Partnership     Corporation  
 Limited Liability Company     Other: Not-for-profit corporation

Employer Identification and/or SSN#: 94-1156318

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 010-2600-0-5830-00-1110-1000-000000-009-0219

**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**

<p style="text-align: center;"><b>Requesting Administrator</b></p> <p><b>Mountain View Whisman School District</b></p> <p>Dated: <u>April 26</u>, 20<u>25</u></p> <p>Signature: <u></u></p> <p>Print Name: <u>Geoff Chang</u></p> <p>Print Title: <u>Director of Federal, State, and Strategic Programs</u></p>	<p style="text-align: center;"><b>Contractor:</b></p> <p>Contractor Name: <u>YMCA of Silicon Valley</u></p> <p>Dated: <u>April 28</u>, 20<u>25</u></p> <p>Signature: <u>Rachel Del Monte</u></p> <p>Print Name: <u>Rachel Del Monte</u></p> <p>Print Title: <u>Chief Operating officer</u></p>
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<b>APPROVAL</b>	
<b>Authorized Signer</b>	<b>Superintendent/Designee</b>
Dated: _____, 20__	Dated: _____, 20__
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

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

**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT****Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST**

Vendor Name: YMCA of Silicon Valley

**\*REQUIRED CHECKBOX\* for Service Contracts**

- MVWSD Independent Contractor for Professional Services Agreement (PSA) completed  
 If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

 **Contract for Professional Services / Special Services**

- \$50,000 or below, no further steps required.  
 \$50,001 and above, completed the following items:  
 15 proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)  
 Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

*\*If it is advantageous for the district to pursue a particular vendor, a justification can be attached.* **Contract for Services (NOT Special Services)**

- \$50,000 or below, no further steps required.  
 \$50,001 - \$114,500, completed the following items:  
 \_\_\_ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)  
 Reviewed vendors' websites, references and qualifications to ensure applicable past experience.  
 \$114,501 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

 **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

 **Contract for Waste Services (MOT or CBO)**

- Followed the applicable steps in the Purchasing Processes and Procedures document.

 **Contract for Transportation (Bus, Cars, etc.) Services**

- Followed the applicable steps in the Purchasing Processes and Procedures document.

 **Contract for Equipment, Materials and Supplies**

- \$75,000 or below, no further steps required.  
 \$75,001 - \$114,500, completed the following items:  
 \_\_\_ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)  
 Reviewed vendors' websites, references and qualifications to ensure applicable past experience.  
 \$114,501 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

 **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

 **Contract for Educational Materials (Ed Services)**

- \_\_\_ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)  
 Reviewed vendors' websites, references and qualifications to ensure applicable past experience.  
 Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

**Contract for Perishable Foods {Child Nutrition}**

- \_\_\_ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

**Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- Followed the applicable steps in the Purchasing Processes and Procedures document.

**Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**

- Followed the applicable steps in the Purchasing Processes and Procedures document.

**Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

- Followed the applicable steps in the Purchasing Processes and Procedures document.

**Contract for Construction, Repair and Maintenance {MOT or CBO}**

- Up to \$75,000**, completed the following items:
  - \_\_\_ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- \$75,001 - \$220,000**, followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- \$220,001 and above**, followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- Lease-Leaseback**, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- Design-Build**, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

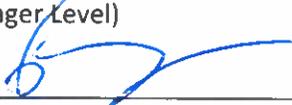
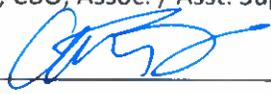
**Contract for Energy Services That Will Generate Cost Savings**

- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

**Emergency Contracts {CBO Only}**

- Followed the applicable steps in the Purchasing Processes and Procedures document.

**\*Both signatures below are required\***

<b>Approval by Department Head</b> (Minimum: Manager Level)	<b>Approval by Person with Delegated Authority</b> (Superintendent, CBO, Assoc. / Asst. Superintendent)
Signature: <u></u>	Signature: <u></u>
Date: <u>April 30</u> , 20 <u>25</u>	Date: <u>April 30</u> , 20 <u>25</u>
Print Name: <u>Geoff Chang</u>	Print Name: <u>Cathy Baur</u>
Print Title: <u>Director of Federal, State, and Strategic Programs</u>	Print Title: <u>Associate Superintendent</u>

**For Department: Federal, State, and Strategic Programs for YMCA - not to exceed \$2,000,000**

*Checklist not required for school sites*

**Exhibit A**

**Mountain View Whisman School District**

**EXPANDED LEARNING OPPORTUNITIES  
PROGRAM PLAN**

**SPRING 2025**

Prepared by:

Mountain View Whisman School District

1400 Montecito Ave.

Mountain View, CA 94303



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

**Local Educational Agency (LEA) Name:** Mountain View Whisman School District

**Contact Name:** Geoffrey Chang

**Contact Email:** gchang@mvwsd.org

**Contact Title:** Director Federal, State, and Strategic Programs

**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

**Governing Board Approval Date: May 8, 2025 (anticipated)**

**Review/Revision Date:**

**Review/Revision Date:**

## MVWSD Expanded Learning Opportunities Program Plan

### **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. (See [*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. (See [*EC* Section 46120(g)(1)].)

Expanded Learning is currently funded through After School Education and Safety (ASES), 21st Century Community Learning Center (CCLC), and ELO-P.

### **Educational Element**

An educational enrichment element may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities. Activities may also include hiring literacy coaches, high-dosage tutors, school counselors, and instructional day teachers and aides to assist pupils as part of the local educational agency's program enrichment activities. (See [*EC* Section 46120(d)(3)].)

### **Enrichment Element**

These opportunities may include arts, career technical education, recreation, technology, and more. The United States government has provided examples of tools and resources that can support positive youth development. Those tools and resources can be found at <https://youth.gov/youth-topics/positive-youth-development>.

### **Off-Site Locations**

Off-Site or Non-LEA Sites include a physical location other than a school campus or other facility associated and operated by the LEA.

**Overview**

The MVWSD Expanded Learning Opportunities Program (MVWSD+) is offered at all MVWSD school sites through the YMCA of Silicon Valley (YMCA) and Beyond the Bell in partnership with the City of Mountain View-Recreation (BTB). BTB is funded via both the Expanded Learning Opportunities Program (ELOP) and the After School Education and Safety (ASES) grant.

BTB	Grades 1-8	Castro Elementary, Landels Elementary, Theuerkauf Elementary, Monta Loma Elementary, Crittenden Middle School, and Graham Middle School
YMCA	Grades TK-5	Bubb Elementary, Castro Elementary, Imai Elementary, Landels Elementary, Mistral Elementary, Monta Loma Elementary, Stevenson Elementary, Theuerkauf Elementary, and Vargas Elementary

MVWSD has approximately 1700 unduplicated pupils grades TK-8 (1400 TK-6) and all are offered access to MVWSD+ after-school programming funded by either ASES or ELOP. Staffing ratios will be 1:10 in TK and Kindergarten and 1:20 in Grades 1-6.

**1—Safe and Supportive Environment**

MVWSD has successfully operated an after school enrichment program for over 25 years, utilizing the services of the YMCA After School Program. For 17 years, we have also operated our own after school Beyond the Bell (BTB) program funded by the ASES grant and in partnership with the City of Mountain View-Recreation. 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 school site staff. MVWSD believes that a strong partnership between school, parents, and community is important in providing a safe and supportive environment.

MVWSD+ continuously seeks to create a safe, warm, welcoming, and inclusive environment by utilizing methods that respect and respond to children’s diverse backgrounds and foster positive identity. Our staff are trained yearly in classroom management and create caring environments with high expectations for each student. Policies and procedures are put in place to protect students’ and staff. All staff are trained in first aid safety and have two-way radios for communication. Staff wear uniforms and have identification badges to be easily identifiable to students, families, and school staff. Program staff welcome

## MVWSD Expanded Learning Opportunities Program Plan

students from the program and release them to authorized parents/legal guardians with signature, using electronic or paper documentation. Program partners also have health records, as provided by the student's parents and consult with district nurses if students have medical plans. Students in grades 1st to 5th are released to walk/bike home only with a parent-signed release form.

### Physical Safety

All MVWSD+ programs are offered at the school site where the student attends. Students participating in the program are accompanied to the program location on campus. Student to staff ratios in grades 1st - 6th are 20:1. TK/K student to staff ratios are 10:1.

In addition to direct student support, program staff follow safety protocols aligned with those utilized by MVWSD staff on each site. MVWSD+ focuses on integration with the school site health, safety, and academic priorities and policies while integrating SEL activities into weekly programming. The following aspects are present to address physical safety:

- Protocols for incident reporting, including parent, school, and district notifications.
- Staff are trained and participate in fire drills, shelter in place, power outages, and water leaks.
- Health records information provided by parents and maintained by staff, including first aid logs at each site.
- Exit Tickets are submitted by all MVWSD+ programs to communicate any incidents, i.e. accidents, conflicts between participants, late pick-ups, and any maintenance concerns that can be addressed the following day. These communications are reviewed daily by daytime school personnel.
- Staff Training includes CPR, First-Aid, Mandated Reporting (Child Abuse and Neglect), Suicide Risk, Agency protocols, Safety and Risk Management, and Youth Mental Health First Aid.

### Emotionally Safe & Supportive

We believe that an after-school program should provide opportunities and experiences that stimulate a child's physical, intellectual, emotional, and social development. Our program fosters an emotionally safe and supportive environment by encouraging students to build strong, positive relationships with both peers and program leaders. Staff intentionally build trusting and supportive relationships, working daily to establish a community within their program by getting to know students and their families.

These connections help students cultivate healthy emotional habits and a strong sense of community. Partner agencies implement structured social-emotional learning (SEL) curricula, such as Project Cornerstone, focusing on confidence,

## MVWSD Expanded Learning Opportunities Program Plan

asset development, character, resilience, self-care and wellness. Family engagement activities are designed to strengthen the family unit and promote opportunities for families to engage with their child's learning and development. We collaborate with families, schools, teachers and principals, education groups and community organizations to support children's learning outside of the classroom. We believe that students achieve more when there is a continuity of support that starts at home, continues during the school day and carries over into the expanded learning space.

MVWSD+ partners with school and district administration to address and support students' educational, social-emotional, and physical needs. In partnership with Santa Clara County Behavioral Health Services, staff take the Youth Mental Health First Aid training to learn about youth developmental stages and QPR Suicide Prevention Training. The MVWSD Director of Health & Wellness trains staff in District Suicide Intervention protocols. Staff participate in informative presentations and role-playing scenarios that address mental health challenges. The skill sets that the staff develop through this training support all students to be successful mentally, physically, and academically while in the program.

In addition, MVWSD+ partner organizations align with schools to establish consistent discipline response systems, conduct ongoing site safety reviews, and train staff in risk management, bullying prevention, positive behavior guidance, safety and first aid, injury, illness and child abuse prevention, and school safety procedures. Staff are trained in classroom management, appropriate discipline measures, and creating caring environments with high expectations for each student.

### **2—Active and Engaged Learning**

MVWSD+ offers seasonal/theme-related activities to maintain student interest throughout the year. All sites have a daily schedule that includes the components required by ELO-P.

#### **Academic:**

All students have the opportunity to receive daily support and/or monitoring in for homework and/or schoolwork as needed. Students who do not have assigned homework have a choice to read a book or work online with specific math/reading software used at the site.

#### **Enrichment:**

MVWSD+ enrichment exposes students to activities that reinforce academic skills and nurture diverse interests. To appeal to a wide variety of students, staff lead age-appropriate enrichment activities from various areas including art, writing, hands-on science, and design challenges. The activities encourage

## MVWSD Expanded Learning Opportunities Program Plan

creativity, teamwork, and leadership. Students build confidence and form meaningful connections with peers and supportive staff.

### **Physical Activity:**

Age-appropriate physical activity through recreation is a daily part of MVWSD+. Our goal is to build healthy habits, provide movement after the school day, and engage students in team sports that help them build motor skills, social and personal skills. MVWSD+ participants play structured and unstructured games and activities. Our YMCA partner uses the research-based CATCH curriculum to engage kids in physical activity, nutrition, and health education.

### **SEL:**

Student social and emotional health is a goal of the MVWSD District Strategic Plan. MVWSD+ has ongoing staff development to enhance social-emotional learning. Staff work diligently to provide a sense of belonging, including daily group check-ins (“Rec Talk” at Beyond the Bell) to monitor student morale and issues that may have come up during the school day. Through building positive relationships with their peers and their program leaders, the students establish healthy mental and emotional habits and gain a sense of belonging to their community.

Additionally, the YMCA uses a structured curriculum, Project Cornerstone, and the “A Little SPOT” series by Diane Alber to focus on character development, self-awareness, and appreciation of diversity. Students understand the importance of naming emotions, communicating feelings and “filling buckets” when interacting with others.

## **3—Skill Building**

Students develop their skills when they feel safe, supported, and are actively engaged. MVWSD+ supports projects and activities that nurture the 21st Century skills: collaboration, critical thinking, creativity, and communication. Skill-building is interwoven daily in the after-school activities. Students collaborate in various activities such as Minute-to-Win-It games, group design challenges, group research, and peer presentations. Staff create activities where students can demonstrate and build on skills and previous academic knowledge.

In addition, we also create activities using the SAFE tool, laying out Sequenced, Active, Focused, and Explicit Learning goals. We communicate those goals to students. Staff explain the activity step-by-step and how it builds on other activities; they create activities that require hands-on engagement; they demonstrate and practice skills with youth; and they focus specific time and attention on skill development. Each activity also includes observation and reflection on the learning objective and skills learned.

Students will use information technology as appropriate for their grade level.

## MVWSD Expanded Learning Opportunities Program Plan

Students can use the technology provided by their schools to practice math and/or literacy skills. Staff offer constructive feedback to help youth learn from their experiences.

### **4—Youth Voice and Leadership**

MVWSD's strategic plan prioritizes expanding and enhancing opportunities for stakeholder voice. MVWSD+ delivers opportunities for students to use their voices to increase ownership of learning. Students have opportunities to make decisions around the program from choosing their individual activities to making group decisions on which activities and events to include in the program. The program gives older students chances to step into leadership and mentorship roles. They can help lead group activities and opportunities to read to younger students to support literacy, which also builds strong connections between age groups. These opportunities help older students build confidence, teamwork, and communication skills in a real-world way.

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

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

MVWSD+ incorporates enrichment activities that teach students the importance of making healthy choices and sustainability, and activities that include learning about nature. Healthy choices and behaviors teach students the importance of healthy eating and well-being. Guiding students to develop skills for appropriate behaviors in different situations occurs routinely throughout the program. The importance of learning how to get along with others and resolving conflicts is an ongoing component of MVWSD+.

MVWSD+ integrates nutrition and age-appropriate physical activity into the daily routine. The program staff models good nutrition and physical activity to support the students. Students always have a choice of healthy snacks. These snack choices satisfy applicable federal and state nutritional guidelines.

MVWSD+ students have access to all outdoor equipment at the sites. Additional equipment is provided by the program as needed for outdoor recreational activities.

### **6—Diversity, Access, and Equity**

MVWSD+ programming aligns with MVWSD's Strategic Plan 2027 goals of ensuring an Inclusive and Welcoming Culture and Focus on Student Socio-Emotional Health. MVWSD has a multicultural and multilingual student

## MVWSD Expanded Learning Opportunities Program Plan

population and all qualified students are invited and welcomed to attend. The program is naturally diverse given the qualifications for participation.

Students with special needs who meet the program eligibility requirements have access to MVWSD+. Program staff collaborate with Special Education coordinators, Behavioral Analysts, and third-party partners of students with special needs.

Many program participants are English Learners, and many staff members are bilingual and able to provide linguistic support and build cultural understanding. Appreciation of diversity and cultural pride are a mainstay of both our regular day and after-school Programming.

All MVWSD+ program materials and communications are translated into Spanish. Translation and interpretation into other languages are always accommodated upon request.

### **7—Quality Staff**

All MVWSD+ staff meet District minimum Instructional Aide qualifications. Program activities are designed to maintain required state student ratios. Program staff lead age-appropriate academic and enrichment activities to allow students and staff to foster learning in an after-school environment. Program staff recognize each participant's strengths, interests, and learning styles, and actively support them in building skills that align with those strengths and passions.

#### **Minimum Staff Qualifications**

Along with passing a background check and TB test, all staff working in MVWSD+ programs must meet the following district requirements:

- High school diploma or equivalent
- AA degree, equivalent in coursework relating to education, or other related authorization
- Six months experience in the care and supervision of children desired
- Preschool – Six (6) ECE units required
- First Aid Certification
- CPR Certification
- Possession of a valid California Driver's License or other valid state-issued ID
- Willing to complete appropriate training
- Bilingual – For positions designated "Bilingual/Biliterate required," successful completion of test certifying competence and literacy in English and another language, determined by MVWSD, is required.

## MVWSD Expanded Learning Opportunities Program Plan

MVWSD+ will maintain required staffing ratios throughout the year by continuously recruiting quality staff-even when it appears that demand has been met-allows MVWSD+ to maintain sufficient staffing to meet staffing ratios.

### **Staff Development**

Our staff training and development plan is built to ensure team members have the skills and support needed to meaningfully engage students and create a safe, enriching environment. All staff have full days of staff development prior to the start of the school year. All staff are also able to participate in the Region 5 GiFT platform for Expanded Learning at no cost. MVWSD+ district/site administrators select the professional learning videos that meet the needs of their staff. We also provide ongoing professional learning throughout the year, including up to three dedicated days throughout the year.

Each partner provides staff training in the following areas:

- CPR, First-Aid certified
- Mandated Reporting (Child Abuse and Neglect)
- Agency protocols
- Safety and Risk Management
- Youth Mental Health First Aid

In addition to partner staff trainings, MVWSD+ Administrators hold three separate trainings:

- District protocols, procedures, and regulations
- Suicide Risk Assessment
- Supporting Student Behavior: helping staff design environments where physical and psychological safety are honored
- Creating developmentally appropriate behavior incentives and responses
- SEL strategies and lessons
- Providing academic support
- Equity-Facilitating Critical Conversations

### **8—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**

## MVWSD Expanded Learning Opportunities Program Plan

MVWSD+ has been a collaborative effort since its inception. MVWSD staff meet weekly with our partners to refine the administration and programmatic aspects on a continual basis. MVWSD+ administrators regularly participate in the Region 5 Expanded Learning Leadership Team and Santa Clara County After School Collaborative meetings to uphold standards and sustain high-quality programs.

In addition to our BTB (ASES) program which is an active collaboration with the City of Mountain View, MVWSD+ has a partnership with the YMCA. Together, through joint 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 and elementary school staff to ensure a smooth transition for our TK/K and 5th/6th grade students moving from one grade level to the next.

MVWSD+ engages families throughout the school year with opportunities to share their perspectives that support development and ongoing improvement of the program. Data that is gathered through parent surveys help identify key priorities, areas of need, and suggestions. This data supports the structure and focus of the program. In Winter 2024, families were also surveyed specifically to give feedback on new after school arts classes for students, which will begin in Fall 2025.

Additional general feedback is collected from families through informal check-ins during events or during sign out. This ongoing input allows us to monitor satisfaction, address emerging concerns, and make data-informed adjustments to better support students and their families. By keeping these lines of communication open, we ensure that family voices remain central to our program's success.

### **10—Continuous Quality Improvement**

Each trimester and during the summer, district office staff conduct walkthroughs at all of the MVWSD+ school sites. They also meet 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.

MVWSD+ requests site visits for program quality and technical assistance needs from the CDE Region 5 Statewide System for Expanded Learning (SSEL) team. Written reports detail areas of strength and those that need attention and support.

## 11—Program Management

As part of our ongoing efforts to ensure a smooth and effective operation of the MVWSD+ program, the following policies and procedures have been established:

1. MVWSD+ [web page](#) for program communication  
A dedicated webpage created to provide updated information and resources for families regarding MVWSD+ programming. This webpage also includes detailed procedures and links to parent handbooks.
2. Enrollment Management
  - The MVWSD+ Team is responsible for managing enrollment notifications
  - Enrollment and registration are supported through MVWSD+'s internal data management system, designed specifically for this purpose.
  - Coordination with the Director of Technology ensures that all enrollment and registration systems are properly integrated.
3. Administrative Support
  - Two dedicated administrators are assigned to oversee program operations
  - The YMCA Program Director meets weekly with these administrators to review progress, troubleshoot challenges, and engage in short- and long-term planning.
  - Monthly meetings are held between site directors and site principals to align site-level operations and address any concerns.
4. Site-Level Support
  - Each site has a designated School and Community Engagement Facilitator (SCEF) able to assist with student and family support regarding MVWSD+ program information and questions.
  - Site staff regularly review exit tickets and incident forms to monitor student behavior, ensure safety, and implement necessary interventions.
5. Attendance Tracking
  - Attendance systems are being set up in collaboration with the Information Systems team to ensure accurate and timely reporting.
6. Fiscal Management
  - The district requires partner agencies to submit invoices monthly which are verified by MVWSD+ staff and reviewed using the district's standard protocols for invoice processing and payment.

## MVWSD Expanded Learning Opportunities Program Plan

### Budget and Accountability

The budget is adequate to provide program access for all students who qualify and enroll in the program which operates during the 180 days that school is in session and 30 intersession days. Our agreement with our YMCA partner specifies the following rates:

Cost per after school day per enrolled student, grades TK/K: \$13.80

Cost per after school day per enrolled student, grades 1-6: \$9.00

Cost per intersession day per enrolled student, grades TK/K: \$40.00

Cost per intersession day per enrolled student, grades 1-6: \$33.50

These costs are similar to those of our in-house Beyond the Bell program.

Based on the previous three years' enrollment numbers, these costs alone will be unlikely to exceed the anticipated state allocation per year. Additional costs we have been able to cover using rollover funds have included support staff for students with special health and/or safety needs, additional summer intersession programming, MVWSD+ Team's salary and benefits, and indirect costs. Long term sustainability may require a future sliding scale fee for families who are not Socioeconomically Disadvantaged, fund-raising, supplemental funding from a different district source, or a combination of these and other measures.

Systems are in place for ongoing accountability from MVWSD and partner agency leadership to ensure a quality program is provided at each school site. Agency directors participate in ongoing collaboration and communication with MVWSD leadership.

The District's Director of State and Federal Programs oversees Expanded Learning Programs districtwide. MVWSD+ Supervisors report to the Director of State and Federal Program and work directly with Program Directors of partner agencies.

BTB and the YMCA provide site directors at each program site, who report to their respective agency's management.

Program and site directors collaborate and communicate monthly with school site principals.

## General Questions

### 1. 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 programmatic requirements will be adopted for program guidance.*

*Do you have an ASES Grant? **Yes***

*Do you have a 21st CCLC Grant? **No***

*If one or both grants are held, describe how these funding sources will be leveraged with the ELO-P funding to create one comprehensive and universal Expanded Learning Program.*

Eligible students interested in participating apply for MVWSD+. Program placement is based on family need, attendance days, and the program with available space, if applicable. ASES priority is given to UPP families interested in full week coverage at ASES funded sites.

Are the programs comparable?

MVWSD has had an existing ASES-funded program, Beyond the Bell, for nearly two decades. 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 evolves, 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).

### 2. Transitional Kindergarten and Kindergarten

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 at our

## MVWSD Expanded Learning Opportunities Program Plan

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.

### **3. Offer and Provide Access**

MVWSD is committed to providing culturally and linguistically appropriate communication to ensure equitable access to the Expanded Learning Opportunities Program (ELO-P) for all students and families. All program information is made available on our district website in both English and Spanish. We also utilize our internal communication platform to share registration materials directly with families via email, ensuring they receive timely and accessible information in their preferred language.

The enrollment process is designed to be straightforward and inclusive. Families receive a digital registration form through our internal system, where they can review program details and complete the enrollment process online. The form includes clear instructions and is available in both English and Spanish. Parents or guardians are required to provide an electronic signature to confirm participation. All completed forms are securely stored within our internal platform to ensure proper recordkeeping, privacy, and easy access for program staff. No additional registration steps are needed with district partners because MVWSD+ manages all necessary data transfer.

For after school, no transportation will be needed because the programs will be at each enrollee's school site. For intersession, transportation will be offered to students who do not normally attend school at the intersession sites.

Through these efforts, we aim to reduce barriers to participation and ensure that all families feel informed, welcomed, and supported throughout the enrollment process.

### **4. Field Trips**

MVWSD+ has not offered field trips in past years due to budget constraints, but we remain open to exploring field trips as ways to broaden enrichment offerings and will seek out such opportunities in future years.

### **5. Program Fees**

MVWSD+ currently does not charge a program fee for any student, but in the future we intend to explore this as a possibility, within allowable limits outlined in ELO-P legislation, in order to maintain the long-term sustainability of the

MVWSD Expanded Learning Opportunities Program Plan

program.

**6. Sample Program Schedule- Regular School day**

**Sample ELO-P schedule below:** Each day equals a minimum of 9 hours. This schedule includes a snack/meal, physical activity, an enrichment component and an academic component.

<b>Regular School Year Schedule 180 days (times are approximate):</b>	
8:00 a.m. - 2:30 p.m. - Regular Instructional Day	
2:30 p.m. - 6:00 p.m. - ELO-P funded programming	
8:00 am - 2:30 pm	Regular School Day
1:30 pm - 1:45 pm 1:45 pm - 2:30 pm	Kinder Sign-In Kinder Project Time & Free Choice
2:30 pm - 3:00 pm	1-5th grade Sign-In Snack Time
3:00 pm - 4:30 pm	Group Rotations (TK- 1st and 2nd -5th) Academic: Homework/Reading Time Physical Activity: Recreation
4:30 pm - 5:15 pm	Enrichment Activity Time
5:15 pm - 6:00 pm	Small Group Choice Activity Time
6:00 pm	Parent Pick Up/Sign Out

**Sample Program Schedule- No School Day**

**Sample ELO-P non school day schedule below:** Each day equals a minimum of 9 hours. This schedule includes a snack, a meal, an enrichment component and an academic component.

<b>Intersession and/or Summer Session Schedule 30 days (times are approximate):</b>	
8:30 a.m. - 5:30 p.m.	
8:30 am - 8:45 am Sign-In/Attendance	1:00 pm - 2:00 pm Academic Activity
8:45 am - 9:30 am SEL Small Group Activity	2:00 pm - 3:00 pm Enrichment & Physical Activities/Group Rotations
9:30 am - 9:45 am Morning Snack	3:00 pm - 3:15 pm

## MVWSD Expanded Learning Opportunities Program Plan

9:45 am - 11:45 am Enrichment Activities/Group Rotations	SEL Small Group Activity
11:45 am - 12:15 pm Lunch Time (Meal)	3:15 pm - 3:30 pm Afternoon Snack
12:15 pm - 1:00 pm Physical Activity: Recreation	3:30 pm - 5:30 pm Enrichment & Physical Activities/Group Rotations
	5:30 pm Parent Pick Up/Sign Out

## MVWSD Expanded Learning Opportunities Program Plan

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

### **Operations, Sites, ELO Program Plan, Family Fees, Ratio EC Section 46120(b)(2):**

Local educational agencies 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 school sites, 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.

### **Regular School Days and Hours**

#### **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, recess, and meals, are no less than nine hours of combined instructional time, recess, meals, and expanded learning opportunities per instructional day.

### **Non School Days and Hours**

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

(i) For at least 30 non school days, inclusive of extended school year days provided pursuant to paragraph (3) of subdivision (b) of Section 56345, no less than nine hours of in-person expanded learning opportunities per day.

(ii) Extended school year days may include in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, recess, and meals, are not less than nine hours of combined instructional time,

## MVWSD Expanded Learning Opportunities Program Plan

recess, meals, and expanded learning opportunities per instructional day.

### **Prioritizing Schoolsites**

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

Local educational agencies 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 opportunity programs across their attendance area.

### **Grades Served**

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

Local educational agencies may serve all pupils, including elementary, middle, and secondary school pupils, in expanded learning opportunity programs provided pursuant to this section.

### **Partners**

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

Local educational agencies 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 opportunity programs offered across their attendance areas.

### **Audit**

#### **EC Section 46120(c)(1):**

Commencing with the 2023–24 fiscal year, a local educational agency shall be subject to the audit conducted pursuant to Section 41020 to determine compliance with subdivision (b).

### **Snacks and Meals**

#### **EC Section 8482.3(d)(1-2):**

(1) [Local educational agencies] 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.

(2) [Local educational agencies] 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

## MVWSD Expanded Learning Opportunities Program Plan

Food Program (42 U.S.C. Sec. 1766).

### **Program Capacity, Family Fees, Sliding Scale** **EC Section 46120(b)(5):**

Local educational agencies may charge pupil fees for expanded learning opportunity programs provided pursuant to this section, consistent with Section 8482.6.

### **Staff Minimum Qualifications, Ratio** **EC sections 8483.4(a) 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, *except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 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.

### **Program Components** **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.

### **Third Party Notifications** **EC Section 8483.4(b-d)**

(b) When a local educational agency contracts with a third party to operate a program pursuant to this article, the local educational agency shall require the third party to

## **MVWSD Expanded Learning Opportunities Program Plan**

notify the local educational agency by the next working day following, and to submit a written report within seven days of, the occurrence of any health- or safety-related issues, including, but not limited to, issues involving criminal background clearances for employees, building safety, and any event specified in subdivision (c). (c) For purposes of this section, an "event" includes any of the following:

- (1) Death of a child from any cause.
- (2) Any injury to a child that requires medical treatment.
- (3) Any unusual incident or child absence that threatens the physical or emotional health or safety of a child.
- (4) Any suspected child abuse or neglect, as defined in Section 11165.6 of the Penal Code.
- (5) Epidemic outbreaks.
- (6) Poisonings.
- (7) Fires or explosions that occur in or on the premises.
- (8) Exposure to toxic substances.
- (9) An arrest of an employee of the third party.
- (10) Any other event as specified by the local educational agency.

(d) When a local educational agency contracts with a third party, the local educational agency shall require the third party to request from parents or guardians pupil health information, such as whether a pupil has allergies or asthma, before pupil enrollment. Parents or guardians may provide this information at their discretion and are not required to provide pupil health information in order for the pupil to receive services pursuant to this article.



## Exhibit B

### EXPANDED LEARNING OPPORTUNITIES PROGRAM PROPOSAL

Submitted by: YMCA of Silicon Valley ("YMCA" or "the Y")  
Submitted to: Mountain View Whisman School District ("MVWSD" or "the district")  
Period: FY25 - July 2025 to June 2026

#### A. Program Overview:

The YMCA of Silicon Valley will operate an Expanded Learning Opportunities Program ("ELOP", "ELO-P", "expanded learning") that shall comply with all Mountain View Whisman School District and California state requirements, including the ELOP Program Plan. YMCA will operate expanded learning programs at school sites designated by MVWSD and will have two components: after school and intersession camp (non-school weekdays). After school will operate on all regular school days except on dates designated by the district for the purpose of professional development. After school programs will start from the end of the school day until 6 pm and will be closed on federal holidays. Intersession camp ("intersession" or "camp") will operate for 9 hours per day for 30 intersession days throughout the school year and summer. Dates, times, and locations for Intersession camp will be determined by the district. The district will provide dates, times, and location for intersession to YMCA at least 21 calendar days in advance. The student experience at YMCA's expanded learning programs will be the same as the YMCA's Fee Based programs.

#### B. Fees and Invoicing:

For after school, the cost per seat per day to the district will be \$13.80 for TK-K (10:1) and \$9.00 for 1st-5th grade (20:1). Billing will be determined based on actual registration, with a minimum registration of 10 TK-K students and 20 1st-5th grade students per school site as of the start of the first billing period. Seats can be transferred between individual students (e.g. in the case of an enrolled student moving out of district) at no additional cost to the district.

For intersession camp, the cost per seat per day will be \$40 for TK-K (10:1) and \$33.50 per day for 1st-5th (20:1). Billing will be determined based on actual registration for each instance of camp, with a minimum registration of 10 TK-K students and 20 1st-5th grade students for each instance of camp.

District will make payments after receiving the invoice the first of each month and reviewing for accuracy.

#### C. Registration/Enrollment:

YMCA agrees to use a registration process whereby the district will provide the required student data for each student in lieu of individual registrations for ELOP families. YMCA will only require a final parent signature for the YMCA of Silicon Valley General Liability Waiver as a condition of attendance. YMCA will also collect health history forms directly from families but will not make these forms a condition of

attendance. If the YMCA is unable to procure the health history forms from a family after one month, they will contact the district for assistance.

#### D. Attendance Data Sharing:

YMCA will provide the district with daily enrollment and attendance data in whatever format the district requires. This data will include each student's district ID number.

#### E. Professional Development:

YMCA will provide regular and consistent professional development for staff per the guidance of MVWSD, including at least 3 full professional development days across the school year and all necessary onboarding training before any new employees begin working at MVWSD schools. Topics should include classroom management, engagement, and other key skills needed to be a successful after school teacher/camp counselor/lead.

All YMCA ELOP staff will participate in district professional development sessions. Any YMCA staff who are unable to participate in those PDs must complete them at a later time (video or makeup session).

#### F. Communication:

YMCA commits to working with the district on all aspects related to communication in its various forms, including but not limited to:

- I. Site Lead daily check ins with school office staff.
- II. Site Lead completes daily exit form by 6:30 pm at the end of every evening of program.
- III. Program Director will meet weekly with district office staff.
- IV. Program Director will meet weekly or every-other-week beginning at least four months in advance for summer intersession and at least three weeks in advance for non-summer intersession.

#### G. Emergency and Incident Protocols:

YMCA will provide a copy of all emergency protocols of the organization, including but not limited to cases of severe weather or utilities outages. YMCA agrees to conduct one emergency/fire drill per month as coordinated with the site administrator and MVWSD+ Supervisors. District will provide regular updates to YMCA regarding planned schoolwide drills.

YMCA will utilize its incident response protocols and will offer immediate information on major incidents (e.g. kids getting hurt, fighting, breaking equipment) that take place in YMCA programs without prompting by the district. YMCA will consult with district teams before suspending or expelling a student from their program based on repeated poor behavior.

#### H. Late Pickup Policy:

YMCA and the district will collaborate on a consistent late pickup policy to the furthest extent possible.

