

MVWSD is seeking to renew its contract with Hanover Research for the 2025-26 school year. The contract is for one project queue which includes the completion of 4 to 6 projects depending on size and depth. The District has identified the following projects for completion in the 2025-26 school year:

Technology Review - Staff with support from Hanover will review technology usage in the District including devices, applications (District and site), usage rates, challenges, successes etc. and review of research on best practices for technology in schools and include recommendations for next steps.

LCAP Survey - Hanover will again support the District's annual LCAP/Climate Survey and provide detailed analysis and longitudinal data.

Chronic Absenteeism - Hanover will review and analyze absentee data from each of our schools to identify the most common reasons for students absences. We seek to have this data disaggregated by student groups for each school. We are also looking for a detailed analysis of the findings and recommended interventions to address the reasons that cause students to be absent.

District Compensation Study - Hanover Research (Hanover) will provide Mountain View Whisman School District (MVWSD) with salary and benefits data from peer school districts to assist the district in compensation negotiations with its employees. Hanover will also provide a benchmarking study of salary and benefit compensation for peer districts. This research will provide district leaders with the necessary information to begin discussions with school members.

Feasibility of bringing contracted programs in house - Currently the District contracts a variety of providers for specialized programs like art and music instruction and physical education in grades TK-5. If the District were to consider hiring dedicated teachers what are the benefits and trade offs? What is the fiscal impact, impact to site instructional schedules, flexibility with personnel etc.

Hanover Research

4401 Wilson Blvd, 4th Floor, Arlington VA 22203
Phone: (202) 559-0057 Fax: (202) 204-5802

Services Agreement

Order Form Information			
Date	July 10, 2025	Valid Until	August 31, 2025
Quotation #	Q-11560	Prepared By	Jesse Hokanson

Bill-to Information		Contact Information	
Customer Name	Mountain View Whisman School District	Contact Name and Email	Cathy Baur cbaur@mvwsd.org
Billing Contact Name and Email	Cathy Baur cbaur@mvwsd.org	Address	1400 Montecito Avenue, Mountain View, CA 94043 United States of America 94043

Quantity	Description	Start Date	End Date	Amount
1.00	Custom Research Queue with HR Digital	October 26, 2025	October 25, 2026	\$47,000.00
	If you have any questions concerning this quotation, please contact: Jesse Hokanson jhokanson@hanoverresearch.com (202) 240-1954			\$47,000.00
	Thank you for your business!			

Invoicing Schedule	
Payment Due Date	Amount
November 24, 2025	\$47,000.00

STANDARD TERMS & CONDITIONS:

1. This order form is made effective this day and shall remain valid until **August 31, 2025** after which, if not accepted by the Client by signature below, it shall become null and void.
2. All prices are in US dollars.
3. Prices do not include taxes. Client shall be responsible for any applicable taxes. Please forward tax-exempt certificate for new Clients, as appropriate.
4. Failure to pay promptly will result in project postponement or suspension of service.
5. Client understands and agrees that there may from time to time be incidental costs not included in the Service Fee set forth above ("Additional Services"). Such Additional Services may include purchased database access, panel costs, survey incentives, translation costs, infographic development costs, postage/printing for mass mailings, etc. With prior written approval, Client agrees to pay for all such Additional Services to either Hanover or directly to such third-party vendor if requested. If Additional Services are estimated to cost exceed \$10,000, Client shall either (1) contract directly with the third-party vendor(s) for such Additional

Services, or (2) execute an additional order form stating the estimated fees and pre-pay to Hanover Research such estimated fees for the Additional Services prior to the project kick-off.

SIGNATURE:

Does Customer require a Purchase Order (PO)?

If Yes, please provide PO#:

This Order Form between The Hanover Research Council LLC (“Hanover Research”) and **Mountain View Whisman School District** hereby incorporates by reference the following terms and conditions (“Client Services Terms – K12”) that are available for review by Client online at:

(<http://www.hanoverresearch.com/client-services-terms-conditions-K12/>) (collectively with any applicable Order Forms, the “Agreement”). Client’s signature below shall be deemed its acceptance and acknowledgement of the Agreement. Each person signing this Order Form represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Order Form and the Agreement.

Please check the box below if you elect to receive your Deliverables under this Agreement via our client portal, Hanover Digital. For more information, and to register for Hanover Digital, please visit: <https://hanoverresearch.secure.force.com/customerportal/>.

☒ Client will receive Deliverables through Hanover Digital.

Client Name	Mountain View Whisman School District	Hanover Research	Hanover Research Council LLC
Client Signature		Hanover Research Signature	
Date Signed		Date Signed	

Client Services Terms — K-12 Education

The Hanover Research Council LLC (“Hanover Research”) is pleased to provide its client (“Client”) who has executed a Client Services Order Form (“Order Form”) the Research Services (as defined below) in accordance with the following terms and conditions (“Client Services Terms”). The following Client Services Terms shall be incorporated by reference into the Order Form in their entirety and deemed accepted and agreed to by Client upon signature of the Order Form (together with these Client Services Terms, the “Agreement”). To the extent that any provision of the terms and conditions are either legally prohibited by applicable law or held to be invalid or unenforceable, those specific provisions shall not apply to Client, but all other provisions will remain in full force and effect.

1. Effective Dates

These Client Services Terms shall be effective from the Start Date to the final End Date as set forth in the Order Form (the “Term”).

2. Term

During the Term set forth in the Order Form, Client will be able to access the Research Services provided by Hanover Research and as defined below (the “Research Services”) in accordance with the terms and conditions set forth herein. Client will have the authority to request Research Services on any topic throughout the Term within the confines of the number of sequential queue(s) specified in the Order Form, i.e., Hanover Research will work on one (1) Research Services project at a time in each queue. Either party may terminate the Agreement should the other party materially breach the terms and conditions of the Agreement, and such breach goes uncured for a period of thirty (30) or more days after the non-breaching party has notified the breaching party in writing. Except as may otherwise be set forth in the Order Form or these Client Services Terms, Client understands and agrees that the Agreement may not be terminated during the Term.

3. Research Services

Research Services are available to Client on a subscription basis. Hanover Research will perform up to one (1) Research Services project at a time within each sequential queue, as specified in the Order Form. Client shall, in its discretion, prioritize the research projects that form the basis of the Research Services as it deems appropriate. Although work is completed in a sequential fashion, Client may submit requests at any time. Individual Research Services projects will generally be commenced by the submission of a project request that will describe the project, the expected Deliverables (as defined below), any information or materials to be provided to Hanover Research by Client and any other information which may be relevant to the proposed project. The parties will negotiate in

good faith to agree upon the proposed Deliverables, approach and timetable for the project, subject to assumptions regarding the availability of information and any third party participants and materials. If Hanover Research anticipates that it will not be able to provide the Research Services on the agreed upon schedule, Hanover Research shall keep Client regularly informed of the status of the Research Services and any substantial delay in delivery or any proposed revised schedule of delivery. Hanover Research will not be responsible for any delay in timelines due to (i) Client's modification of a project's goals, scope or proposed Deliverables, (ii) Client's delay in providing relevant information, materials or responses or (iii) in the provision of any third party materials with respect to the Research Services.

Research Services under the queue shall mean the following quantitative research services: custom research reports; survey design, administration and analysis; secondary research; data analysis; and benchmarking (product/service comparison, key performance and efficiency metrics). Deliverables will be provided in PowerPoint, PDF, Word, Excel, or dashboard formats.

Client also has access to consultations with a Hanover Research account team member. Client agrees to designate a primary point of contact who will, to the best of his/her ability, conduct periodic calls with the assigned Hanover Research account team member to review performance against our shared objectives, prioritize projects within the queue, and discuss current and future projects.

If agreed in the Order Form, Research Services may also include:

Research Library. The Research Services may include Client's access to Hanover Research's education research library (the "Research Library") on Hanover Research's client portal (the "Client Portal" or "Hanover Digital"). The Research Library uses Hanover Research's extensive research capabilities to provide an archive of redacted and/or anonymized reports to supplement the research commissioned by Client as well to assist in idea generation for new research. Client understands and agrees that any reports provided by Hanover Research to Client under the Agreement may be used by Hanover Research for distribution through the Research Library, so long as Hanover Research appropriately deidentifies and/or anonymizes any Confidential Information of Client. Client also hereby explicitly agrees that any materials in the Research Library may not be distributed, reproduced or published without Hanover Research's prior written consent.

Focus Groups. If Client has selected Focus Groups in the Order Form, Focus Groups explore the shared experiences, attitudes, or processes of a homogenous group. Unless

otherwise stated in the Order Form or as may be mutually agreed in writing by the parties, all Focus Group projects will be administered on site for 1-2 days and will consist of up to 3 groups per day with up to 15 participants per group engaged for 60-90 minutes. Focus Groups shall address a single topic or issue across each group. Focus Groups shall include the travel, recruitment, transcription, coding, analysis, and final Deliverables. Client will be responsible for any incentives and these costs will be detailed in advance as Additional Services and must be agreed upon in writing. Additional fees may apply if there are additional days, groups, translations, or topics involved.

Advisory or Strategy Services. If Client has selected Advisory or Strategy Services in the Order Form, access may include the following: onsite or virtual capacity-building support in the form of consultations, workshops, presentations, and planning sessions with district-level leadership for up to 30 participants. Client may receive up to 15 hours of advisory support across each annual Term. Planning sessions will include outlining current information available and reviewing the goals of any workshop and presentation, the audience involved, and additional context that may influence the development and delivery of the session. The substance and timing of consultations or workshops will be agreed on by both parties in advance. Client may also receive 1 onsite visit or workshop based on the membership selected, as indicated on the Order Form, and further details will be agreed upon in writing by both parties at least 30 days in advance. Additional fees may apply for additional hours or visits.

Strategic Planning Services. If Client has selected Strategic Planning Services in the Order Form, access may include the following: Client may receive up to 30 hours of advisory support across each annual Term. Focus Group projects will be administered on site for 1 day and up to 3 groups of participants will be provided. Client may receive up to 2 additional onsite visits for workshops or consultations across each annual Term. Additional fees may apply for additional hours of support.

Instructional Audit Services. If Client has selected Instructional Audit Services in the Order Form, access may include the following: Client may receive up to three (3) days onsite for Classroom Observations or Consultations based on the membership selected, as indicated on the Order Form, and further details will be agreed upon in writing by both parties at least 30 days in advance. Additional fees may apply for additional hours or visits.

4. Intellectual Property Rights

Hanover Research acknowledges and agrees that Client owns the deliverables provided to Client as part of the Research Services performed for Client under the Agreement (the “Deliverables”), except as may otherwise be set forth in this Section 4. Hanover Research

Deliverables may consist of publications, surveys, data, reports, and other Hanover Research information and services that are custom commissioned by and for Client. In order for Hanover Research to provide to Client additional insight into Client's industry and to provide certain syndicated materials ("Syndicated Materials"), Hanover Research retains a non-exclusive, royalty-free, worldwide license to use, reproduce, and distribute the data or information contained within the Deliverables created or developed by Hanover Research in the service of the Agreement and Hanover Research shall own any derivative works therefrom, so long as Hanover Research does not repurpose or use any Confidential Information of Client without appropriate anonymization or deidentification. Client acknowledges and agrees that Hanover Research owns all intellectual property rights in the methodologies, dashboards, processes or trade secrets used by Hanover Research to create the Deliverables and Research Services ("Hanover Research IP"). Hanover Research grants Client a non-exclusive, royalty-free, worldwide, irrevocable, non-transferable license to use, reproduce, and distribute the Hanover Research IP for its internal business purposes solely to the extent and in the form in which it is contained within the Deliverables. Client may not modify, update, reverse engineer or use the Hanover Research IP in any other way to provide services that would be in competition with the Research Services. For dashboards, the Deliverables to Client shall consist of the static final report created from such dashboard, and the methodologies or coding used to create such dashboard shall constitute Hanover IP that Client may not reuse without Hanover Research's prior written consent. Notwithstanding the foregoing, all materials, rights, data and intellectual property owned by third parties which are incorporated into the Deliverables shall remain the sole and exclusive property of such third parties, and Client agrees to use such third party materials consistent with the applicable third party license terms. In the case of publicly sourced data or information contained in the Deliverables, Client acknowledges that any ownership of such data and information shall be retained by the source of the data or information, and Client shall use such data or information in accordance with applicable law, including fair use under section 107 of the Copyright Act. Hanover Research or its third party provider may transfer or sublicense to Client usage rights. Certain types of sensitive personal data may be subject to additional usage restrictions as conveyed by Hanover Research or such third party provider to Client, and Client agrees to comply with any such restrictions of which it has been notified. Client may distribute the Deliverables on an ad-hoc basis, including but not limited to any form of online distribution, so long as it is in compliance with the Agreement and so long as such Deliverables are unmodified and attributed to Hanover Research. Client may not modify any of the disclaimer language included in any Deliverables, and Client agrees not to resell the Deliverables in any way.

If Client's partnership with Hanover Research includes any Syndicated Materials provided by Hanover Research (including any Syndicated Materials from Hanover Digital), Client acknowledges that Hanover Research owns all right, title, and interest in any such Syndicated Materials, and agrees that it will not reproduce, publish or distribute the Syndicated Materials and that such Syndicated Materials are for its internal use only. Syndicated Materials may not be published or reproduced without Hanover Research's prior written consent.

5. Service Fees, Invoicing, & Additional Services

The fee(s) payable by Client for the Term is set forth in the Order Form (the "Service Fee"). Client agrees to pay Hanover Research the Service Fee net 30 days from receipt of an accurate invoice, except as may otherwise be stated in the Order Form. The Service Fee will be invoiced upon execution of the Order Form or as may otherwise be set forth in accordance with the invoicing schedule set forth in the Order Form. Failure to pay promptly may result in project postponement. Client will be responsible for all costs and expenses incurred by Hanover Research in collecting any fees or other sums owed by Client, including any reasonable attorney's fees.

The Order Form and these Client Services Terms serve as Client's sole ordering documentation, except as may otherwise be set forth in the Order Form. If Client requires a Purchase Order ("PO") to this Agreement, Client shall enter the PO number into the Order Form. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO or any other document provided by Client shall be inapplicable and of no force or effect.

In furtherance of the Research Services, Client may purchase access to an onsite visit by Hanover Research ("Onsite") at the additional cost as set forth in the Order Form, included in the invoice and payable in addition to the Service Fee. An Onsite will consist of one to two (1-2) Hanover Research representatives spending up to one (1) business day at Client's site, and must be scheduled with Hanover Research at least thirty (30) days in advance.

Client understands and agrees that there may from time to time be incidental fees not included in the Service Fee set forth above for additional services ("Additional Services"). Such Additional Services may include panel fees, survey incentives, purchased database access, translation fees, infographic development fees, mass mailings expenses, etc. In the event such Additional Services are required to complete a project for Client, Hanover Research will discuss the details with Client and obtain written approval from Client prior to engaging in those Additional Services. Once such Additional Services have been

engaged by Hanover Research, Client agrees to pay for all such Additional Services to either Hanover Research or directly to such third party vendor if requested. If Additional Services are estimated to exceed \$10,000, Client shall either (1) contract directly with the third party vendor(s) for such Additional Services, or (2) execute an additional order form stating the estimated fees and pre-pay to Hanover Research such approved estimated fees for the Additional Services prior to the project kick-off. Email consent shall suffice and no additional Order Form shall be required for the engagement of Additional Services.

All Service Fees and other amounts payable by Client under the Agreement are exclusive of taxes and similar assessments. Client is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on Hanover Research's income.

6. Warranties; Liabilities

Hanover Research hereby represents, warrants and covenants that the Research Services shall be performed in a competent and professional manner in accordance with industry standards by qualified personnel. Hanover Research agrees to indemnify and hold Client harmless against any and all claims that the Deliverables infringe the intellectual property right of a third party, provided that the relevant claim: (i) does not arise from any modification of the Deliverable, (ii) does not arise from the combination of the Deliverable with any other information, services, products or technology not supplied by Hanover Research, (iii) if the relevant claim is based on the content or materials contained in the Deliverables that are provided by a third party, then only to the extent that such third party has agreed to indemnify Hanover Research and its licensees. Client must provide prompt notice of such claim to Hanover Research. Client hereby represents, warrants and covenants that it has and will continue to maintain all necessary authority and consent under applicable laws (including privacy laws) to enable Hanover Research to conduct the Research Services on its behalf, including any collection, use, disclosure and storage in the United States of personal information in connection therewith, and shall ensure that any consent form used in connection with the Research Services complies with Client's obligations under such laws. Client hereby understands and agrees that personal information will be stored on servers maintained by Hanover Research or its authorized service providers in the United States, and Client shall ensure that it has all necessary authority and consent as required under applicable laws to transfer such personal information to Hanover Research. Client agrees to indemnify and hold Hanover Research harmless against any and all claims arising from or in any way attributable to Client's breach of its representations, warranties and covenants hereunder and all claims that any

data or materials provided by Client were not collected in accordance with applicable anti-spam or privacy regulations, or infringe the intellectual property or privacy rights of a third party, provided that Hanover Research provides prompt notice of such claim to Client. EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, THE RESEARCH SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In particular, Hanover RESEARCH does not warrant the accuracy or completeness of the data provided as part of the DELIVERABLES OR THE RESEARCH Services. Client's sole and exclusive remedy for any material breach of PERFORMANCE UNDER this Agreement shall be, at Hanover RESEARCH's option either: (1) re-performance of the defective DELIVERABLES or (2) a refund of monies paid for the defective DELIVERABLES. IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, SUBSIDIARIES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY, ANY OF ITS AFFILIATES, SUBSIDIARIES OR ANY OTHER THIRD PARTY FOR (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, EVEN IF THAT PARTY IS NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT WHETHER UNDER CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OR (II) DAMAGES UNDER THIS AGREEMENT IN EXCESS OF THE CURRENT YEAR'S SERVICE FEES PAYABLE TO HANOVER RESEARCH HEREUNDER.

7. Confidentiality & Non-Disclosure

The parties acknowledge and agree that as part of the Agreement, certain Confidential Information of the parties will be exchanged. "Confidential Information" means, with respect to the disclosing party, any non-public, commercially proprietary or sensitive information or materials of that party, including any proprietary intellectual property of that party. Confidential Information shall not include information which (i) is already in the public domain at the time of disclosure or becomes so at any time thereafter through no act of the receiving party, (ii) is already lawfully in the receiving party's possession at the time of disclosure, (iii) is received independently by the receiving party from a third party free to make such disclosure, or (iv) is independently developed by the receiving party. Each party under the Agreement shall hold the Confidential Information of the other party in strict confidence using at least the same degree of care as the receiving party uses to protect its own Confidential Information. Client agrees that Hanover Research may collect aggregated statistical data regarding Client's use of the Research Services and provide such aggregated statistical data to third parties.

Upon written request by the disclosing party, the receiving party shall return or destroy, at the disclosing party's option, all tangible materials that disclose or embody the Confidential Information; provided, however, that the receiving party may retain one copy of the disclosing party's Confidential Information for archival purposes.

Notwithstanding the foregoing, the receiving party may disclose Confidential Information as required by law, including any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the receiving party makes reasonable efforts to promptly notify the disclosing party in writing of such demand so that the disclosing party may seek, at its sole expense, to make such disclosure subject to a protective order or other appropriate remedy to preserve its confidentiality.

8. Personal Information and Privacy

This section applies to the transfer and use of personal information. This section 8 does not apply to the collection, use, retention, sale, or disclosure of personal information that is deidentified, anonymized or aggregate personal information.

(A) Student Data Privacy. To the extent that Client provides personal information of students or student educational records ("Student Data") to Hanover Research, this Section 8(A) shall apply. Client acknowledges that any personal information supplied to Hanover Research is accurate to the fullest extent possible and that Hanover Research relies upon the accuracy of the information supplied by Client. Client warrants that the collection, processing, use, sharing, and storage of any information provided to Hanover Research or collected or provided by Hanover Research regarding children under 18 years old complies with all applicable international, federal, and state laws regarding minor and student privacy, including but not limited to any restrictions on the use of personal information for all purposes set forth in this Agreement.

Hanover Research operates in compliance with the Children's Online Privacy Protection Act ("COPPA"). Subject to the options selected by Client, students under the age of 13 may be asked to submit personal information. Any such information is used only for Client's school purposes, and Hanover Research relies upon Client to obtain verifiable parental consent when required by law.

FERPA. If Hanover Research has access to Personally Identifiable Information ("PII") as it is defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), Client and Hanover agree to comply with all requirements imposed by FERPA or pursuant to regulations of the Department of Education. Hanover Research recognizes and agrees that such access to PII will be extended by Client in reliance on representations made in this assurance, and that Client shall have a right of revocation of such access (including return

of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by Hanover Research.

Any collection, disclosure, or use of information collected from students is for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or their educational institutions. In the event Client is subject to the provisions of FERPA, Client appoints Hanover Research as a “school official” with a “legitimate educational interest” as these terms are used in FERPA and are interpreted by the Family Policy Compliance Office. Through the services described in this Agreement, Hanover Research is performing an institutional service or function for which Client would otherwise use its employees. Hanover Research acknowledges that it shall be bound by all relevant provisions of FERPA and agrees that any PII obtained from Client will remain under the direct control of Client and will not be disclosed to third parties, except as expressly provided for in FERPA.

Hanover Research uses all data at the direction of Client, and since FERPA requires that Hanover Research remain under the direct control of Client with respect to our use and maintenance of PII, if a parent or student contacts Hanover Research directly to review any of the student PII held by the Hanover Research pursuant to the Agreement, Hanover Research will promptly notify Client and refer the parent or student to the Client to facilitate their request. Hanover Research relies upon Client’s compliance with all Protection of Pupil Rights Amendment (“PPRA”) notice and inspection requirements and agrees to immediately notify Hanover Research of any parental or student requests to opt out or review relevant materials.

(B) Other Personal Information. To the extent that Client provides other types of personal information to Hanover Research that is not Student Data and is provided to Hanover Research for the purposes of providing Research Services to Client under this Agreement, this Section 8(B) shall apply. Such personally identifiable information may be subject to certain U.S. data protection and privacy laws such as the California Consumer Privacy Act (“CCPA”), Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Utah Consumer Privacy Act, and the Connecticut Data Privacy Act, as may be amended from time to time, and any accompanying regulations under the statutes (collectively, “Applicable Privacy Laws.”). For the avoidance of doubt, any terms used in this section are as defined by the Applicable Privacy Laws. This section does not apply to the collection, use, retention, sale or disclosure of information that is deidentified, anonymized, or aggregated and not subject to Applicable Privacy Laws.

The parties agree that for the purposes of any services provided under this Agreement that involve the collection, processing, storage, or disclosure of personal information that is

subject to Applicable Privacy Laws other than FERPA, Hanover Research is a “service provider”, as defined by the CCPA and accompanying regulations, and that Hanover Research is a “processor” for the purposes of other state data protection and privacy laws such as the Virginia Consumer Data Protection Act, the Colorado Privacy Act, Utah Consumer Privacy Act, and Connecticut Data Privacy Act.

Hanover Research agrees that it is prohibited from retaining, using, or disclosing personal information that it receives from Client for any purpose other than for the purpose of performing the services specified in this Agreement, any order form, or any Statement of Work, or as otherwise permitted by Applicable Privacy Laws.

Hanover Research understands that it is prohibited from selling or sharing personally identifiable information that it receives from, or on behalf of, Client. Hanover Research further understands that it is prohibited from retaining, using, or disclosing the personally identifiable information outside of the direct business relationship between Hanover Research and Client. Hanover Research will delete or return all personally identifiable information to the Client as requested at the end of the provision of services, unless retention of the personally identifiable information is required by law.

Hanover Research further agrees that it is prohibited from combining the personally identifiable information that Hanover Research receives from, or on behalf of, Client with personally identifiable information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer, subject to any exceptions provided under the Applicable Privacy Laws. This prohibition does not restrict Hanover Research’s ability to collect information from consumers to provide Research Services to Client, or for any other business purposes.

Hanover Research grants Client rights to take reasonable and appropriate steps to help ensure that Hanover Research uses the personally identifiable information transferred in a manner consistent with Client’s obligations under the Applicable Privacy Laws, and to stop and remediate unauthorized use of personally identifiable information. Hanover Research will reasonably make available to the Client all information in its possession necessary to demonstrate Hanover Research’s compliance with the obligations under Applicable Privacy Laws.

Hanover Research agrees that it will notify Client if it determines that it can no longer meet its obligations under the Applicable Privacy Laws. Hanover Research agrees that if it engages any other person or company to assist it in processing personally identifiable information for a business purpose on behalf of Client, it will notify Client of that

engagement, and that engagement shall be subject to a written agreement that requires the person or company to comply with all requirements set forth in this section.

Hanover Research exercises care in providing secure storage of personal information. Hanover Research implements, maintains, and updates, as appropriate, its security policies, procedures and practices in order to protect such information from unauthorized access, use, modification, or disclosure. More information about Hanover Research's privacy policy and information security program can be found here: <https://www.hanoverresearch.com/privacy-policy/>.

9. Records and Audit

Hanover Research will maintain complete records of its operations and its arrangements with any subcontractors for Additional Services and will provide copies of such relevant records to Client upon reasonable prior request for an audit during normal business hours, in accordance with applicable law. Such audits shall be conducted no more frequently than annually.

10. Affiliates

Client understands and agrees that the Research Services are unique to Client and may not be shared with any affiliate of Client or other related party without a separately executed Order Form incorporating the terms and conditions of this Agreement between Hanover Research and any such affiliate.

11. Independent Contractor

The parties hereto are independent contractors and neither party is nor shall be deemed to be an employee, principal, agent, partner or joint venturer of the other. Neither party shall have the right to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

12. Force Majeure

Neither party shall be liable for failure to perform any of its respective obligations hereunder if such failure is caused by events outside its reasonable control, including, without limitation, acts of God, war, acts of terrorism or natural disasters. The delayed party shall (a) notify the other party immediately and in detail of the commencement and nature of such event and the probable consequences thereof and (b) use commercially reasonable efforts to recommence performance as soon as reasonably possible.

13. Governing Law

Unless otherwise stated in the Order Form, the Agreement, including these Client Services Terms shall be governed by the laws of the District of Columbia, as to its validity, interpretation and enforcement, and exclusive jurisdiction for any disputes under this Agreement will lie in the courts of the District of Columbia.

14. Confirmation

Each person executing the Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver the Order Form, including these Client Services Terms.

Both parties understand and agree that the contractual obligations of payment and services being rendered shall apply to any entity that acquires all or substantially all of either Hanover Research or Client's assets as a successor to the business.

YOUR SIGNATURE OF THE ORDER FORM SIGNIFIES YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF THIS AGREEMENT AND YOUR AGREEMENT THAT YOU AND YOUR ORGANIZATION ARE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THESE CLIENT SERVICES TERMS AND ANY ORDER FORMS INCORPORATED BY REFERENCE.

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

Vendor Name: Hanover Research

***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.

Hanover has their own contract.

☒ **Contract for Professional Services / Special Services**

- ☒ Up to \$50,000, no further steps required.
☐ \$50,001 and above, 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.

**If it is advantageous for the district to pursue a particular vendor, a justification can be attached.*

☐ **Contract for Services (NOT Special Services)**

- ☐ Up to \$50,000, no further steps required.
☐ \$50,001 - \$114,799, 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.
☐ \$114,800 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & 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 Services (Bus, Cars, etc.)**

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

☐ **Contract for Equipment, Materials and Supplies**

- ☐ Up to \$75,000, no further steps required.
☐ \$75,001 - \$114,799, 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.
☐ \$114,800 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 procurement steps for "Equipment, Materials and Supplies."
☐ 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**

- ☐ _____ 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 Agreements" via the CA Dept of Gen Svcs {Business Office}**

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

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {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.

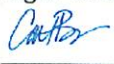
☐ **Contract for Emergencies {CBO Only}**

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

Both signatures below are required

Approval by Department Head

(Minimum: Manager Level)

Signature: 

Date: August 13, 20 25

Print Name: Cathy Bauer

Print Title: Chief Education Officer

Approval by Person with Delegated Authority

(Superintendent, CBO, Assoc. / Asst. Superintendent)

Signature: 

Date: August 13, 20 25

Print Name: Jeffrey Baier

Print Title: Superintendent

Checklist not required for school sites