



Mountain View Whisman School District Board of Trustees - Regular Meeting

January 11, 2024
6:00 PM

Governor Gavin Newsom signed AB 361 in September 2021 to extend the flexibilities provided in a prior executive order enabling public agencies to meet remotely during the COVID-19 emergency. Executive Order N-1-22, signed January 5, 2022, extends the sunset of AB 361 and allows public K-12 schools to hold remote meetings until January 1, 2024. Meeting of the Board will be available by:

Dial in Phone Number: (669) 900 6833 US (San Jose)

Meeting ID: 844 0927 9482

Passcode: 715545

There is no participant ID

Members of the public who call in to the meeting will be placed in a waiting room until the appropriate time to address the Board. During that time in the waiting room, the caller will not be able to hear the meeting. Callers can view and hear the meeting here: [youtube.com/mvwsd](https://www.youtube.com/mvwsd)

Members of the public who wish to address the Board during the Board of Trustees meeting may email comments to publiccomments@mvwsd.org. In order to expedite the meeting, please send your comments by the Wednesday before the meeting. Staff will make all attempts to share and record any submissions received, however, depending on timing, late submissions will be provided to the Board after the conclusion of the meeting.

Meetings are also live-streamed on <https://www.youtube.com/mvwsd>

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A request for a disability-related modification or accommodation may be made to the Superintendent's Office (650-526-3552) at least twenty-four (24) hours in advance of a Regular meeting to make arrangements for such reasonable accommodations. (For Special meetings, please request accommodations no less than 12 hours prior to the meeting.)

(Live streaming available at www.mvwsd.org)

As a courtesy to others, please turn off your cell phone upon entering.

Under Approval of Agenda, item order may be changed. All times are approximate.

I. CALL TO ORDER (6:00 p.m.)

- A. Pledge
- B. Roll Call
- C. Approval of Agenda

II. SPECIAL RECOGNITION

- A. Employee Recognition for Turtle Award (10 minutes)

III. CONSENT AGENDA

All items on the Consent Agenda are considered to be routine and will be approved in one motion. If discussion is required, items may be removed for separate consideration.

- A. Personnel Report
 - 1. Personnel Report to the Board of Trustees
- B. Minutes
 - 1. Minutes to December 7, 2023 Regular Board Meeting
- C. Contracts
 - 1. Contracts
- D. California State Preschool Annual Self Evaluation Report
- E. 2023-24 Board Meeting Calendar Date Change
- F. Approval of Payroll Report and Accounts Payable Warrant List for the Month of November 2023
- G. School Plan for Student Achievement 2023-24- Mariano Castro Elementary
- H. Quarterly Report on Williams Uniform Complaints
- I. Construction Management Agreement for Staff Housing with Mountain View Owners LLC
- J. Contract Amendment No.1 - Multi-Site Window Replacement Project, E.F. Brett and Company, Inc.
- K. Monta Loma Elementary School Fencing Project - Carducci and Associates Contract Amendment No. 1
- L. Notice of Completion - HVAC Modernization & Replacement Phase 3 Project, Foothill Air Conditioning and Heating, Inc.
- M. District-Wide Solar Project Contract Amendment No. 2 for Sage Renewable Energy Consulting
- N. Job Description - Assistant Director of Maintenance, Operations, and Transportation

IV. COMMUNICATIONS

- A. Employee Organizations
- B. District Committees

C. Superintendent

V. COMMUNITY COMMENTS

This is the time reserved for community members to address the Board on items that are not on the agenda. The Board and Administration welcome this opportunity to listen; however, in compliance with the Brown Act, the Board is not permitted to take action on non-agenda items.

Speakers are requested to complete a speaker card and state their name for the record.

If there are additional comments after 10 minutes have elapsed, this item may be continued after all the action and discussion items are completed.

Notes on Community Comments on Agendized Items

The staff presentation to the Board will occur first for each item. The Board will then ask clarifying questions. Afterwards, the community will be invited to comment. Any person wishing to speak will be granted up to three (3) minutes at the time the item appears on the agenda. Comments will be taken for up to 10 minutes, with extra time allowed for translation, as needed. Prior to addressing the Board, each speaker is requested to complete a speaker card (located on the counter near the door), give it to the Superintendent's Executive Assistant, and state his/her name for the record. We ask that you speak from the podium so that we may better hear you. At the conclusion of remarks or after 10 minutes has elapsed, the public comment portion is closed for that item and the Board will return to their own deliberations and comments. Please see the Board's "Welcome" brochure for more specifics on how Board meetings are run. The Board is grateful to have district personnel in the audience. These personnel may be consulted during the Board's discussion on any item.

VI. REVIEW AND ACTION

- A. Naming the Board Representative for the County Committee 2024 Election (10 minutes)

VII. REVIEW AND DISCUSSION

- A. 2023 California Dashboard Update (60 minutes)
- B. United Against Hate Week and #BetterTogether 23-24 (30 minutes)
- C. Joint Use Agreement Update (15 minutes)

VIII. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD CONCERNING ITEMS ON THE CLOSED SESSION AGENDA

IX. CLOSED SESSION

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

- 1. Conference with real property negotiatos (Pursuant to Government Code § 54956.8)

CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code § 54956.8):

Properties: 325 Gladys Avenue, Mountain View, California
Agency Negotiator: Ayindé Rudolph, Superintendent; Rebecca Westover, CBO; Phil Henderson, Orbach Huff & Henderson
Negotiating Parties: Google, Inc.
Under Negotiation: Price and terms of payment related to Joint Use Agreement

B. CONFERENCE WITH LABOR NEGOTIATORS

1. Conference with Labor Negotiators (Government Code 54957.6, subd.(a))
Agency designated representatives: Ayindé Rudolph, Tara Vikjord, Rebecca Westover, Swati Dagar, Theresa Lambert, Vernorris Taylor, Anne Flores-Aikey, Jonathan Pearl
Employee Organization: Mountain View Educators Association

C. CONFERENCE WITH LEGAL COUNSEL

1. Conference with legal counsel – Anticipated litigation (Pursuant to Government Code § 54956.9(d)(4): 1 case
CONFERENCE WITH LEGAL COUNSEL – Anticipated litigation (Pursuant to Government Code § 54956.9(d)(4): 1 case

X. RECONVENE OPEN SESSION

- A. Closed Session Report

XI. BOARD UPDATES

XII. BOARD REPORT OUT (20 minutes)

XIII. FUTURE BOARD MEETING DATES

- A. Future Board Meeting Dates
January 25, 2024-iReady Diagnostic 2 Assessment Data Overview
February 8, 2024-LCAP Mid-year Update
February 29, 2024-Environmental Sustainability Plan Update

XIV. ADJOURNMENT (10:00 p.m.)

NOTICES FOR AUDIENCE MEMBERS

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2. **CELL PHONES:**
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5. **DOCUMENT AVAILABILITY:**

Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office, located at 1400 Montecito Avenue during normal business hours.

Los documentos que se les proveen a la mayoria de los miembros de la Mesa Directiva sobre los temas en la sesion abierta de este orden del dia estaran disponibles para la inspeccion publica en la Oficina del Distrito, localizada en el 1400 Montecito Avenue durante las horas de oficinas regulares.

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: Remote Meeting Notice

Agenda Item Title: Remote Meeting

Estimated Time:

Person Responsible:

Background:

Dial in Phone Number: (669) 900 6833 US (San Jose)

Meeting ID: 844 0927 9482

Passcode: 715545

There is no participant ID

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Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: Special Recognition

Agenda Item Title: Employee Recognition for Turtle Award (10 minutes)

Estimated Time:

Person Responsible: Ayindé Rudolph, Ed.D., Superintendent

Background:

Our success on behalf of our students is magnified when we work together. The Turtle Award recognizes 23 employees who have demonstrated exceptional collaboration and teamwork with their colleagues and/ or students at MVWSD.

The Employees receiving recognition for Turtle Awards are:

Alejandra Garcia
Amanda Clem
Ana Luisa Saldivar
Araceli Callejas
Arturo Noriega
Beatriz Class
Biji Abraham
Brandy Appling-Jenson
Cathy Patterson
Charles Federmann
Christina Ngo
Deiredre Ryan-Booth
Eduardo Rios Pacheco
Evelyn Lopez
Gaby Cardiel
Imelda Barregan
Isaiah Herrera
Jose Carillo
Jorge Silva
Katie Barrese
Katie Stren
Kisa Korello
Krista Beeson
Laura Gunshor
Lien Truong
Lisset Tellez
Luz Munoz Cruz
Malcolm Axwell
Maria (Coco) Ayala
Maria Olmos Ahinga
Mary Colon

Mayra Garcia-Mendoza
Melanie Agront
Miguel Meza
Maintenance Operation Transportation Department
Natalie Lescano
Patricia La
Priscilla Bogdanic
Raquel Hernandez
Sarit Murkes
Saul Altun
Susie Jaramillo
Susie Morales
Swati Dagar
Yesica Lepe

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: Personnel Report

Agenda Item Title: Personnel Report to the Board of Trustees

Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Personnel Report to the Board of Trustees	Backup Material	1/4/2024

Mountain View Whisman School District
Personnel Report 2023-2024

First Name	Last Name	Position	Status	Site	FTE	Action	Details of Action	From	TO	Admin. Rec.	Effective Date of Action	Date of Board Meeting
Ricky	Ochoa	Behavior Technican		Monta Loma	0.875	Change of Assignment	FROM At-Risk Intervention Supervisor, Monta Loma, 1.0 FTE TO Behavior Technician, Monta Loma, 0.875				12/18/2023	1/11/2024
Andrew	Warren	Custodian		Bubb	1	Change of Assignment	FROM Custodian, Bubb, 1.0 FTE (temporary assignment) TO Custodian, Bubb , 1..0 FTE (permanent assignment)				1/1/2024	1/11/2024
Teresa	Ochoa	Transportation Dispatcher		Transportation	1	Change of Assignment (Temporary)	FROM Bus Driver, Transportation, 1.0 FTE TO Transportation Dispatcher, (Temporary from 1/3/24-1/31/24), Transportation, 1.0 FTE				1/3/2024	1/11/2024
Jennifer	Ling	Teacher	Permanent	Sp Ed Predschool	1	Leave of Absence	Statutory	1/8/2024	4/4/2024	Approve	1/8/2024	1/11/2024
Michelle	Williams	Administrator		District Office	1	Leave of Absence	Extension of Statutory Leave	1/1/2024	1/8/2024	Approve	1/1/2024	1/11/2024
Melissa	Gomes	Preschool IA		Latham Preschool	0.75	New Hire					12/4/2023	1/11/2024
Blanca	Minaya Asin	Noon Duty Assistant		Graham	0.375	New Hire					12/11/2023	1/11/2024
Kathleen	Valestra	Child Nutrition Assistant I		Graham	0.75	New Hire					12/11/2023	1/11/2024
Ivon	Pena	Preschool IA		Latham Preschool	0.75	Rehire					11/28/2023	1/11/2024

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: Minutes

Agenda Item Title: Minutes to December 7, 2023 Regular Board Meeting

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Minutes to December 7, 2023 Regular Board Meeting	Cover Memo	12/19/2023



Mountain View Whisman School District

Board of Trustees - Regular Meeting

December 7, 2023
6:00 PM

Dial in Phone Number: (669) 900 6833 US (San Jose)
Meeting ID: 891 8665 5415
Passcode: 057438
There is no participant ID

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I. CALL TO ORDER (6:00 p.m.)

The meeting was called to order at 6:02 p.m.

A. Pledge

Students of Mariano Castro Elementary School led the Pledge of Allegiance.

II. ORGANIZATIONAL MEETING

A. Roll Call

Present: Berman, Blakely, Chiang, Conley, Lambert
Absent: None

B. Approval of Organizational Meeting Agenda

A motion was made by Devon Conley and seconded by Laura Berman to approve the Organizational Meeting Agenda.

Ayes: Berman, Blakely, Chiang, Conley, Lambert

C. Election of Officers

A motion was made by Trustee Blakely and seconded by Trustee Berman to nominate Trustee Conley as President.

Ayes: Blakely, Conley, Berman, Chiang

Abstain: Lambert

A motion was made by Trustee Berman and seconded by Trustee Blakely to nominate Trustee Chiang as Vice President.

Ayes: Blakely, Conley, Berman, Chiang

Abstain: Lambert

A motion was made by Trustee Berman and seconded by Trustee Chiang to nominate Trustee Blakely as Clerk.

Ayes: Blakely, Conley, Berman, Chiang

Abstain: Lambert

D. Board Representative Assignments

A motion was made by Christopher Chiang and seconded by Laura Blakely to approve the Board of Trustee representative assignments as presented.

Ayes: Berman, Blakely, Chiang, Conley, Lambert

III. Approval of the Agenda

A motion was made by Laura Blakely and seconded by William Lambert to approve the agenda, as presented.

Ayes: Berman, Blakely, Chiang, Conley, Lambert

IV. SCHOOL SHOWCASE by Mariano Castro Elementary School (20 minutes)

Principal Keims shared some highlights, and students shared why they love Mariano Castro School.

V. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD CONCERNING ITEMS ON THE CLOSED SESSION AGENDA

No member of the public wished to address the Board concerning items on the Closed Session.

VI. CLOSED SESSION

The meeting was adjourned to Closed Session at 6:23 p.m.

A. Litigation

1. Conference with Legal Counsel - Anticipated Litigation (Government Code

§54956.9(d)(2)) - one case: Claim related to special education program/services (student name withheld to protect confidentiality)

2. Conference with Legal Counsel – Anticipated Litigation (Government Code § 54956.9(d)(2), (4) – Significant risk of litigation - one case (student name withheld to protect confidentiality)

VII. RECONVENE OPEN SESSION

The meeting was reconvened Open Session at 6:50 p.m.

A. Closed Session Report

Trustee President Coney reported:

Item number A1 on the closed session agenda: After a unanimous vote, the board approved a compromise agreement with the parents of a student to resolve special education claims raised against the District in exchange for funding of \$9248 for private educational expenses incurred through October 2023.

Ayes: Berman, Blakely, Chiang, Conley, Lambert

Nays: 0

Item number A2 on the closed session agenda: After a unanimous vote, the board approved a compromise agreement with the parents of a student to resolve special education claims raised against the District in exchange for funding of \$30,000 for private educational expenses incurred through December 2023.

Ayes: Berman, Blakely, Chiang, Conley, Lambert

Nays: 0

VIII. CONSENT AGENDA

All items on the Consent Agenda are considered to be routine and will be approved in one motion. If discussion is required, items may be removed for separate consideration.

A motion was made by Christopher Chiang and seconded by Laura Berman to approve the Consent Agenda with the pulling of item I. 2023-2024 1st Interim Report for further discussion and item F. Mariano Castro's School Plan for Student Achievement to be brought back at the next meeting.

Ayes: Berman, Blakely, Chiang, Conley, Lambert

A motion was made by Trustee Chiang and seconded by Trustee Blakely to approve item I. 2023-2024 1st Interim Report.

Ayes: Berman, Blakely, Chiang, Conley, Lambert

A. Personnel Report

1. Personnel Report to the Board of Trustees

B. Minutes

1. Minutes to November 16, 2023 Regular Board meeting

C. Contracts

1. Contracts

D. Graham School Piano Discard

E. Resolution No. 01-120723 in Support of Recognizing Poverty Awareness Month

F. School Plan for Student Achievement 2023-24

G. Multi-Tiered System of Support (MTSS) Implementation Update

H. Resolution 02-120723, Conflict of Interest Code

I. 2023-2024 1st Interim Report

J. Resolution No. 03-120723, Change of Date of School Holiday

K. School Calendar for the 2024-2025 School Year

L. Approval of Comprehensive School Safety Plan

IX. COMMUNICATIONS

A. Employee Organizations

No member of the employee organization was present to address the Board of Trustees.

B. District Committees

No report at this time.

C. Superintendent

Dr. Rudolph mentioned that the school sites and the District Office are closed from Dec. 23 through Jan. 7 for the holiday break. Mistral Elementary hosted a craft booth at the City of Mountain View's Tree Lighting Ceremony on December 4th, and gave High Fives to Five Crittenden student wrestlers who placed, and four qualified for sectionals at Union Middle School and county finals

X. COMMUNITY COMMENTS

No member of the employee organization was present to address the Board of Trustees.

XI. REVIEW AND ACTION

A. Approval of Joint Use Agreement (30 minutes)

A motion was made by Laura Blakely and seconded by Christopher Chiang to approve the Joint Use Agreement Between Mountain View Whisman School District and the City of Mountain View for Recreational Use of School Sites and direct the Superintendent or designee to execute the Current JUA and take all necessary actions to effectuate the Current JUA.

Ayes: Berman, Blakely, Chiang, Conley

Nays: Lambert

The Mountain View Whisman School District formalized its commitment to protecting public access to school fields when the Board of Trustees approved the last revision of the Joint Use Agreement (JUA) with the City of Mountain View.

The Trustees heard from:

- Aren Andrew, Assistant City Manager of Mountain View

B. Board Policy (BP) 1330 Use of School Facilities & Administrative Regulation (AR) 1330 (5 minutes)

A motion was made by Laura Blakely and seconded by Christopher Chiang to approve Perform the first reading of Board Policy and Administrative Regulation 1330 (Use of School Facilities) ("BP & AR 1330") with the modification of allowing the City designated neighborhood Association Gropus to be moved from tier 4 to tier 3, Waive the second reading of BP & AR 1330, pursuant to Board Bylaw 9310; Adopt the updated BP & AR 1330; and Cancel Board Policy 1330.1(Use of School Fields) which is now covered in BP & AR 1330.

Ayes: Berman, Blakely, Chiang, Conley, Lambert

The following member of the public addressed the Board of Trustees:

- Retired Trustee Steven Nelson

XII. REVIEW AND DISCUSSION

A. ReImagining Castro Plan Scope (75 minutes)

A motion was made by Laura Blakely and seconded by Laura Berman to extend the meeting to 10:30 p.m.

Ayes: Berman, Blakely, Chiang, Conley, Lambert

Staff recommended that the Board of Trustees form an ad-hoc committee for the Educational Roundtable as a part of the Re-Imagining Castro project. Members of this ad-hoc committee will be invited to all roundtable meetings and asked to travel as the district explores external exemplary programs.

B. Equity Scorecard: Pilot Scorecard and Future Use (45 minutes)

Staff provided the Trustees with documentation detailing how the analysis with the scorecard was conducted and documented.

XIII. BOARD UPDATES

All Trustees attended the Annual Education Conference and will schedule an item to discuss the conference.

XIV. FUTURE BOARD MEETING DATES

A. Future Board Meeting Dates

January 11, 2024-Equity Scorecard

January 25, 2024-iReady Diagnostic 2 Assessment Data Overview

February 8, 2024-LCAP Mid-year Update

February 29, 2024-Environmental Sustainability Plan Update

XV. ADJOURNMENT (10:00 p.m.)

The meeting was adjourned at 10:27 p.m.

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Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: Contracts

Agenda Item Title: Contracts

Estimated Time:

Person Responsible:

Rebecca Westover, Ed.D., Chief Business Officer

Background:

On November 19, 2015, the District's Governing Board approved Resolution No. 1580.11/15 delegating authority to award contracts to the District's Superintendent, Chief Business Officer, Associate Superintendent(s), and Assistant Superintendent(s) pursuant to Education Code sections 17604 and 17605.

All contracts approved by those authorized to do so pursuant to that delegation authority are to be submitted to the District's Governing Board for ratification. Contracts that do not, however, involve an item of expenditure in excess of the bid limits specified in Public Contract Code section 20111 need only be reviewed by the District's Governing Board every 60 days. The applicable bid limits are \$15,000 for construction contracts and \$109,300 in 2023 (adjusted annually) for the purchase of equipment, materials, supplies, non-construction services, or repairs including maintenance.

Presented for ratification are the following contract(s):

Presented for review are the following contract(s):

1. California State University, Fresno CHHS/School of Nursing- Will provide candidates to participate in practicum towards a school nursing credential under the guidance of qualified District Nurses from January, 2024 through January, 2027, No cost to the District.
2. Construction Inspection Services, Inc.- Will provide project inspection for the District-Wide Window Replacement Project Phase 2 at Bubb, Imai, Landels, Mistral, Monta Loma, Theuerkauf, Graham, Castro, and Crittenden from December 2023 through August 2024, \$31,250.00.
3. Invo Healthcare Associates, LLC.- Will provide SPED staffing for the 2023-2024 school year, \$60,610.00.
4. KidPower- Web-based parent workshop on child protection, positive communication, and social safety from January 1, 2024 through May 31, 2024, No cost to the District.
5. Michael Katz- Will provide two 45-minute in-person assemblies on "Folks Stories from Around the World," on March 22, 2024 for all Bubb Elementary students, \$875.00.
6. Onebytwo Global- District wide AED annual inspection, supplies and replacement. 3 year contract total &13,498.00
7. Resource Area for Teaching (RAFT)- Will provide an in-person Maker Mobile Van for all Bubb Elementary students. Students will attend one session with their classroom teacher to participate in a hands-on STEAM activity from April 1, 2024 through April 5, 2024, \$1,750.00.
8. Schmah Science Workshops- Will provide science enrichment workshops for preschool staff from January 1, 2024 through May 31, 2024, \$5,250.00.
9. School Bus Logistics, LLC - Amendment to contract for additional report and presentation \$2,100.00

Fiscal Implication:
See background details.

Recommended Action:
It is recommended that the Board of Trustees ratify or review the contracts, as presented.

ATTACHMENTS:

Description	Type	Upload Date
California State University, Fresno CHHS/School of Nursing MOU 01/24-01/27	Backup Material	12/8/2023
Construction Inspection Services, Inc. 12/23-08/24	Backup Material	1/4/2024
Invo Healthcare Associates, LLC 2023-2024	Backup Material	12/22/2023
KidPower PSA (PS) 01/01/24-05/31/24	Backup Material	12/22/2023
Michael Katz PSA (BB) 03/22/2024	Backup Material	12/14/2023
onebytwo Global	Backup Material	1/5/2024
Resource Area for Teaching RAFT PSA (BB), 04/01/24-04/05/24	Backup Material	12/14/2023
Schmahl Science Workshop PSA 01/01/24-05/31/24	Backup Material	12/8/2023
School Bus Logistics	Backup Material	1/5/2024

AGREEMENT

BETWEEN

CALIFORNIA STATE UNIVERSITY, FRESNO
CHHS/SCHOOL OF NURSING

AND

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

THIS AGREEMENT, made and entered into **January 1, 2024**, pursuant to Education Code 89036, by and between the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, hereinafter called the "Trustees", on behalf of CALIFORNIA STATE UNIVERSITY, FRESNO, hereinafter called the "Institution", and **MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT** hereinafter called the "Agency".

WITNESSETH:

WHEREAS, the Trustees have approved a Nursing Program for the Institution and such program requires clinical nursing experience and the use of clinical facilities; and

WHEREAS, the State Board of Nursing Education and Nurse Registration has heretofore accredited the Institution as a School of Nursing under the Nursing Practice Act; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the Institution's Nursing Program use the facilities of the Agency for their field experience.

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived there from, the parties hereto agree as follows:

I.AGENCY SHALL:

- A. Permit each student who is designated by the Institution pursuant to Paragraph II.A below to receive clinical experience at the Agency and shall furnish and permit such students and Institution's instructors free access to appropriate clinical facilities for such clinical experience;
- B. Furnish appropriate facilities, in such a manner that there will be no conflicts in the use thereof between the Institution's students and students from other educational institutions, if any.
- C. Maintain the Agency facilities used for the clinical experience in such a manner that said facilities shall conform to all requirements of applicable State Board(s), and/or Business and Professions Codes.
- D. Assure that staff is adequate in number and quality to insure safe and continuous management of the student program in cooperation with the field coordinator.
- E. Provide instructors and students taking part in the field experience, whenever possible, the following:

**AGREEMENT BETWEEN THE CALIFORNIA STATE UNIVERSITY, FRESNO; CHHS /
SCHOOL OF NURSING & MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**

1. A conference-type space suitably furnished for small groups
 2. A storage area for instructional materials
 3. Access for each instructor to the medical library.
 4. A lecture room equipped with desks and chairs.
 5. Field transportation, if appropriate.
 6. Lockers for each instructor.
 7. Other incidentals that may be mutually agreeable
- F. Provide emergency first aid for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the clinical experience at the Agency. Provide medical examinations or other protective measures that may be required by the Agency in addition to the health examination provided by the Institution.
- G. Permit and encourage members of the resident staff and attending medical staff of the Agency to participate in the instructional phase of the clinical experience.
- H. When appropriate, permit the Agency's designated personnel to attend meetings of the Institution's Faculty, or any committee thereof, to coordinate the clinical experience program provided for under this agreement.
- I. The Agency may, if it desires, require the Institution's instructors and students to conform with Agency's policies of keeping an accurate record of the time reporting in and leaving the Agency daily.
- J. Have the right, after consultation with the Institution, to refuse to accept for further clinical experience any of the Institution's students who in the Agency's judgment, are not participating satisfactorily.
- K. Notify the Institution's clinical instructors, in advance, of any change in the Agency's appointments.
- L. As trainees, and solely for the purposes provided in this section, the students shall be considered members of the Agency's "workforce" as defined by the HIPAA regulations of 45 CFR Section 160.103, and shall be subject to Agency's policies protecting the confidentiality of personal health information, as well as any other confidential information that may arise out of performance of this agreement. Agency shall provide the students with substantially the same training that it provides to its employees for such purposes.

II. TRUSTEES, THROUGH THE INSTITUTION SHALL:

- A. Designate the students who are enrolled in the Program of the Institution to be assigned for clinical experience at the Agency, in such numbers as are mutually agreed to by both parties.
- B. Establish a rotational plan for the clinical experience by mutual agreement between the Agency's Superintendent and the Institution's Coordinator or their duly authorized representative(s).

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SCHOOL OF NURSING & MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**

- C. Supervise all instruction and clinical experience given at the Agency to the assigned students and provide the necessary instructors for the clinical experience program provided for under this agreement.
- D. Keep all attendance and academic records of students participating in said program.
- E. Certify to Agency at the time each student first reports at Agency to participate in said program that said student will comply with the Health Plan for Students.
- F. Advise students to be professional in conduct and activities while at the Agency. Require every student to conform to all applicable Agency policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the Institution and Agency.
- G. Require Institution's instructors to notify Agency's in advance of:
 - 1. Student schedules
 - 2. Placement of students in clinical assignments.
 - 3. Changes in clinical assignments.
- H. In consultation and coordination with the Agency's representatives, plan for the clinical experience to be provided to students under this agreement.
- I. In consultation and coordination with the Agency's staff arrange for periodic conferences between appropriate representatives of the Institution and Agency to evaluate the clinical experience of the program.
- J. Provide and be responsible for the care and control of the Institution's education supplies, materials, and equipment used for instruction during said program.
- K. Distribute to each student, a statement which explains the hazards of drug abuse in the profession.
- L. Provide Worker's Compensation Insurance coverage to students for injury or disease arising out of the Agency's facility while participating in the Institution's Nursing Program.
- M. Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement. Proof of such coverage will be provided upon request to the Agency.
- N. Ensure that students complete a background check as required for school personnel such as a Certificate of Clearance (CL-900).
- O. If requested by Agency, Institution shall advise Students of their obligation to provide at their own expense, evidence of vaccinations, as applicable. Vaccinations may include, but are not limited to, tuberculosis clearance.

III. GENERAL PROVISIONS

**AGREEMENT BETWEEN THE CALIFORNIA STATE UNIVERSITY, FRESNO; CHHS /
SCHOOL OF NURSING & MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**

- A. This agreement shall become effective on the date of countersignature and shall continue for a period of three (3) years provided; however, it may be terminated by either party after giving the other party sixty (60) days advance written notice of its intentions to terminate.
- B. Institution shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this agreement. Agency shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this agreement. It is the intention of Institution and Agency that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective officers, agents and employees.
- C. There shall be no monetary obligation on the Institution or the Agency, one to the other.
- D. This agreement may at any time be altered, changed or amended by mutual agreement of the parties in writing. Additionally, this agreement is not legal and binding upon any of the parties concerned until signed on behalf of the Trustees by the Institution, and the Agency.
- E. Any written notice given under this Paragraph III shall be sent by registered mail to each address below:

California State University, Fresno
Purchasing Department
5150 N. Maple Avenue
Fresno, CA 93740-0111

California State University, Fresno
College of Health & Human Services, School of Nursing
2345 E. San Ramon, Mail Stop MH25
Fresno, CA 93740-8031

Mountain View Whisman School District
1400 Montecito Ave
Mountain View, CA 94043

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

INSTITUTION:
CALIFORNIA STATE UNIVERSITY, FRESNO

By Brian Cotham 12/04/2023
Brian Cotham, Director Date
Procurement & Support Services

By Kathleen Rindahl 12/04/2023
Kathleen Rindahl Date
Program Director/Chair

AGENCY:
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

By Tara Vikjord Date 12/4/23
Tara Vikjord, Chief Human Relations Officer

Name Tara Vikjord

Title Chief Human Relations Officer

**AGREEMENT BETWEEN THE CALIFORNIA STATE UNIVERSITY, FRESNO; CHHS /
SCHOOL OF NURSING & MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**

**PROJECT ADDENDUM #1 TO
AGREEMENT FOR PROJECT INSPECTION SERVICES
BY AND BETWEEN
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
AND
CONSTRUCTION INSPECTION SERVICES, INC. FOR
DISTRICT WIDE WINDOW REPLACEMENT PHASE 2 PROJECT**

This Project Addendum to Agreement for Project Inspection Services (“**Addendum**”) is made as of **January 11, 2024**, and forms a part of the Agreement for Project Inspection Services between **Mountain View Whisman School District**, (“**District**”) and **Construction Inspection Services, Inc.**, (“**Consultant**”) (individually a “**Party**” and collectively the “**Parties**”) dated on or about **June 1, 2023** (“**Agreement**”). This Addendum incorporates Services to be performed by Consultant for the following project(s) (“**Project**”):

District Wide Window Replacement Project, located at

Phase 2 (“Construction Work” or “Work”) at Bubb Elementary School, 525 Hans Ave., Imai Elementary School, 253 Martens Ave., Landels Elementary School, 115 W Dana St., Mistral Elementary School, 505 Escuela Ave., Monta Loma Elementary School, 460 Thompson Ave, Theuerkauf Elementary School, 1625 San Luis Ave., Graham Middle School, 1175 Castro St., Crittenden Middle School, 1701 Rock St., Mountain View, CA.

as further described in the Project Scope attached hereto as Attachment 1.

This **Addendum 1** modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this **Addendum 1**. All other terms and conditions of the Agreement shall remain in full force and effect.

Article 3. Consultant Staff

- 3.2 The Consultant agrees that the following key personnel in Consultant’s firm shall be associated with the Project in the following capacities:

<u>Job Title</u>	<u>Name</u>
Principal in Charge	Kurt Dodge
Project Inspector(s)	TBD

Article 4. Schedule of Services

The Consultant shall commence Services under this **Addendum 1** upon the Parties execution of this Addendum 1 and shall perform the Services diligently as described in the Agreement and **Addendum 1** so as to proceed with and complete the Services in compliance with the schedule in **Attachment 2**, attached hereto and incorporated herein. Time is of the essence and failure of Consultant to perform Services on time as specified in **Attachment 2** is a material breach of this Agreement.

Article 5. Construction Cost Budget

- 5.2 The Construction Cost Budget is **Sixteen Million Five Hundred Thousand Dollars (\$16,500,000.00).**

Article 6. Fee and Method of Payment

- 6.1 District shall pay Consultant for all Services contracted for under this Addendum 1, and subject to the terms of this Agreement, an amount not to exceed **Thirty-One Thousand Two Hundred Fifty Dollars (\$31,250.00)**, paid on a monthly progress billing basis for which Consultant shall bill its work under this Addendum 1 in accordance with Item 4 to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this **Addendum 1** on the date(s) indicated below.

Dated: _____, 2024

Dated: _____, 2024

Mountain View Whisman School District

Construction Inspection Services, Inc.

Signature: _____

Signature: _____

Print Name: Rebecca Westover, Ed. D

Print Name: Kurt Dodge

Print Title: Chief Business Officer

Print Title: Principal

ATTACHMENT 1
PROJECT SCOPE

PROJECT INSPECTION SERVICES. Consultant shall provide these Project Inspection services.

Consultant will provide Project Inspection services, for the Project, which is the window replacement at various sites pursuant to the Agreement for Project Inspection Services between the District and Construction Inspection Services, Inc., dated on or about November 29, 2023. The Project Inspection duties are as outlined in the Agreement.

Phase 2 (“Construction Work” or “Work”) at Bubb Elementary School, 525 Hans Ave., Imai Elementary School, 253 Martens Ave., Landels Elementary School, 115 W Dana St., Mistral Elementary School, 505 Escuela Ave., Monta Loma Elementary School, 460 Thompson Ave, Theuerkauf Elementary School, 1625 San Luis Ave., Graham Middle School, 1175 Castro St., Crittenden Middle School, 1701 Rock St., Mountain View, CA.

ATTACHMENT 2
SCHEDULE OF WORK

Inspection services required to meet the following construction timelines:

Phase 2 (“Construction Work” or “Work”) at Bubb Elementary School, 525 Hans Ave., Imai Elementary School, 253 Martens Ave., Landels Elementary School, 115 W Dana St., Mistral Elementary School, 505 Escuela Ave., Monta Loma Elementary School, 460 Thompson Ave, Theuerkauf Elementary School, 1625 San Luis Ave., Graham Middle School, 1175 Castro St., Crittenden Middle School, 1701 Rock St., Mountain View, CA. construction scheduled for December 2023 to August 2024.



MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA	Mountain View Whisman School District
Contract Year	2023-2024
Nonpublic School	
Nonpublic Agency	Invo HealthCare Associates, LLC

Type of Contract:

X

Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

When this section is included as part of any Master Contract, the changes specified above shall amend Section 2 – Term of Master Contract.



**SANTA CLARA COUNTY SELPAs/ DISTRICT MASTER CONTRACT
GENERAL AGREEMENT
FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2023-2024**

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**SANTA CLARA COUNTY SELPAS
MASTER CONTRACT
FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
2023-2024**

THIS MASTER CONTRACT (contract) is made and entered into this 11th day of January 2024, between the Mountain View Whisman School District, County of Santa Clara, hereinafter referred to as the "LEA" and Invo HealthCare Associates, LLC, hereinafter referred to as "CONTRACTOR" for the purpose of providing special education and/or related services to individuals with disabilities under the authorization of Education Code Sections 56157, and 56365-56366.7. It is understood that this Contract does not commit LEA to payment for special education and related services provided to any individual unless and until an Individual Service Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services is executed between LEA and CONTRACTOR on behalf of such individual or interim telephone approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

Whereas, LEA has determined that the need for such services exists;

Whereas, CONTRACTOR is a nonpublic nonsectarian school or agency holding all required certificates and licenses; and

Whereas, that CONTRACTOR is capable of and willing to provide such services.

A current copy of California Department of Education NPS/NPA certification is attached. If certification expires during Contract period, CONTRACTOR must provide an updated copy.

In consideration of mutual promises contained herein, it is mutually agreed between the parties as follows:

I. GENERAL PROVISIONS

1. INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

An Individual Services Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services shall be a part of this Master Contract, which CONTRACTOR will be required to execute with LEA with respect to each student for whom CONTRACTOR is to provide special education and/or designated instruction and services. Each student's Individual Services Agreement (ISA) shall identify the provider of each service required by the student's IEP (CCR 3062(e)). Individual Services Agreements shall only be issued for those students enrolled with the approval of the LEA. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual student in that student's ISA, unless mutually agreed upon otherwise. Individual Services Agreements are null and void upon termination of the Master Contract.

The Individual Services Agreement may be terminated by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366 (a) (4), with twenty (20) days written notice. The ISA may be terminated without advance notice if both parties agree to do so in writing.

2. TERM

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Ed Code 56366 (c)(1), Title 5 California Code of Regulations section 3062(d).) No Master Contract will be offered unless and until all the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

3. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended by a written document, which complies with legal mandates, executed by CONTRACTOR and LEA. If certification expires during Master Contract period, CONTRACTOR must provide an updated copy or a copy of a waiver of such certification issued by the CDE. This Master Contract will be null and void if such certification or waiver is expired and not renewed or waived, or if such certification is revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. The CONTRACTOR agrees to apply the same rate for the term of the contract unless mutually agreed otherwise in writing by LEA and contractor. Changes in the administrative or financial provisions of the Contract which do not alter the educational services or placement may be made at any time during the term of the Contract, as mutually agreed in writing by CONTRACTOR and LEA.

4. COMPLIANCE WITH LAWS

During the term of this Contract, CONTRACTOR shall comply with all applicable federal, state, CDE, LEA and other local statutes, laws, ordinances, and regulations including, but not limited to, those relating to the required special education services, facilities for individuals with disabilities, student enrollment and transfer, corporal punishment, student discipline, and positive behavior interventions. The CONTRACTOR shall also fully cooperate with any due process or complaint investigations.

5. DEFINITIONS AND ACRONYMS

The following acronyms and definitions shall apply for the purpose of the contract:

- BIP (Behavior Intervention Plan)
- CONTRACT (Master Contract)
- CONTRACTOR - the term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- DAYS - Calendar days, unless otherwise specified
- DIS (Designated Instruction Service); also known as "Related Services"
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)
- IEP (Individualized Education Program)
- ISA (Individual Service Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE - within 24 Hours
- LEA (Local Education Agency)

- LEA Representative - the term “LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- LICENSE - the term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- CREDENTIAL - the term “credential” means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- LRE (Least Restrictive Environment)
- NOTIFICATION - within fourteen (14) calendar days, unless otherwise specified.
- NPA (Nonpublic Agency, as defined in EC 56035)
- NPS (Nonpublic School, as defined in EC 56034)
- OAH (Office of Administrative Hearings)
- PARENT - “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- Qualified - The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or

approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- SELPA (Special Education Local Plan Area)
- SELPA AU (Special Education Local Plan Area Administrative Unit)
- SubCONTRACTOR - any individual contracted to provide direct service to student.
- SPI (Superintendent of Public Instruction)

6. NO DISCRIMINATION

LEA and CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

In the event any CONTRACTOR employee, working on a public school campus, alerts CONTRACTOR or LEA of a concern, CONTRACTOR and LEA shall coordinate efforts to respond and rectify any validated concerns.

7. GOVERNING LAW

The terms and conditions of the Contract shall be governed by the laws of the State of California with venue in Santa Clara County, California.

II. ADMINISTRATION OF MASTER CONTRACT

8. NOTICES

All notices involving 1) revocation of CONTRACTOR's certification, 2) Master Contract disputes, 3) changes of LEA student's residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR's or LEA's insurance coverage, and 7) LEA's reasonable objections to a subCONTRACTOR's liability insurance policy, are required to be given to the LEA and/or CONTRACTOR in writing and may be delivered in person or by certified or registered mail, postage prepaid or by other delivery services. Notices to LEA shall be addressed to (*insert district person's name and address*) Karin Jinbo, Director, Student Support Services and Special Education 1400 Montecito Ave, Mountain View, CA 94043.

Notices to CONTRACTOR shall be addressed to CONTRACTOR's address (*insert CONTRACTOR's name and address*) Invo HealthCare Associates, LLC Attn: Coralie Wegner 6960 Destiny Drive Ste 111, Rocklin CA 95677. If mailed, notice shall be effective as of the date of postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

9. MASTER CONTRACT DISPUTES

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Master Contract, or otherwise relating to this Master Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Master Contract. This provision in this section of the Master Contract, shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Master Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section of the Master Contract, the term "injury" shall include monetary and/or non-monetary injuries.

Step One: The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's Special Education Director or other LEA employee known or reasonably believed to be responsible for LEA's special education program, of the existence of a disagreement or dispute and attempt to resolve the matter informally

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the Administrator of the SELPA of which the LEA is a member and request that the SELPA administrator facilitate a meeting to assist both parties in resolving the dispute or disagreement. In order to attempt to resolve the dispute or disagreement, both parties must agree to participating in the facilitated meeting.

Step Three: If the dispute or disagreement is not resolved at Step Two, the party claiming injury, if it wishes to pursue resolution of the dispute or disagreement, shall notify the other party in writing that it wishes to proceed to Step Three, which involves a neutral third-party mediator. The cost of the mediator will be shared by both parties.

In this step, both parties have the opportunity to share information, describe the issues, discuss their interests and understandings, and explore ideas for the resolution of the dispute. Both parties must agree to participating in the mediation. The process remains voluntary in that the parties are not required to come to agreement. The mediator does not have the power to decide for the parties but can help the parties find a mutually acceptable resolution.

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and/or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to the binding arbitration by an arbitrator or arbitration service to be agreed to by the parties.

10. SUBCONTRACTS AND ASSIGNMENT

- A. CONTRACTOR shall have available a list to LEA of subcontracts for any of the related services contemplated, including transportation, under this Contract.
- B. SubContracts for the provision of special education and related services may be entered into only with NPS/NPA's certified by the California Department of Education (CDE) except for an individual providing speech and language therapy, occupational therapy, or psychological or educational assessment who has a current license issued by the applicable licensing authority for those services provided.
- C. CONTRACTOR agrees that any subCONTRACTORs providing educational instruction or services including transportation shall keep in effect an appropriate policy of liability insurance as outlined in item 15 (Insurance) of the master contract. . CONTRACTOR agrees that subCONTRACTORs providing transportation shall keep in effect a liability insurance policy providing at least \$1,000,000.00 coverage. CONTRACTOR shall ensure that such subCONTRACTOR shall require the subcontractor's insurance provider to send written notice of cancellation to LEA at least twenty (20) days prior to cancellation or material change in coverage. Proof of insurance shall be provided to LEA prior to the beginning of transportation services by a subCONTRACTOR and upon renewal of coverage thereafter. Transportation subCONTRACTORs shall submit copies of insurance policies upon request of LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable.

11. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be constructed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

12. CONFLICTS OF INTEREST

CONTRACTOR shall provide to SELPA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not request or recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest. The CONTRACTOR shall have in place a policy to ensure that employees inform CONTRACTOR of any dual relationship with parents of students who are clients of LEA/CONTRACTOR. CONTRACTOR shall inform LEA of parents who hire employees of CONTRACTOR to provide independent services for parents on behalf of their students outside business hours. The LEA may find that this type of dual relationship is a conflict of interest and may request that any employee of the CONTRACTOR who engages in a dual relationship be reassigned from providing support services to the student during school hours.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator who's IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

13. TERMINATION

- A. This Contract may be terminated for cause by LEA or CONTRACTOR at any time. To terminate this Contract either party shall give no less than 20-calendar days written notice prior to the date of the termination (EC 56366 (a) (4)). Upon termination without default of CONTRACTOR, LEA shall make payment, without duplication, for all services satisfactorily performed and verified expenses incurred to date of termination. Expenses shall be itemized for review and approval by LEA.
- B. In consideration of this payment, CONTRACTOR waives all right to any further payment of damage and shall turn over to LEA everything pertaining to its services hereunder, possessed by CONTRACTOR or under its control at the time of termination.
- C. Individual Service Agreements (ISA's) for NPS/NPA services may be terminated without advance notice if both parties agree to do so in writing.
- D. LEA shall not terminate this contract or Individual Service Agreements for Nonpublic, Nonsectarian School/Agency Services because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a student to a public school program through the IEP process. (EC 56366 (a) (4))
- E. Continued enrollment and provision of a free appropriate public education ("FAPE") to a student currently attending NPS and/or receiving services from a NPA shall not be terminated when stay put is ordered by OAH under California Education Code § 56505.

14. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless and indemnify LEA and its governing board, officers, administrators, agents, employees, independent contractors, subCONTRACTORS, consultants, and other representatives, from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including reasonable attorney's fees and costs, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of CONTRACTOR, its agents or employees. CONTRACTOR shall save harmless and indemnify and defend LEA and its governing board, officers, agents and employees from all damages of every nature and description proximately caused by negligent or willful acts or omissions by CONTRACTOR, its agents or employees in the course of rendering service(s) under this Agreement.

LEA shall defend, hold harmless and indemnify CONTRACTOR and its governing board, officers, administrators, agents and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation all consequential damages, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of LEA, its agents or employees. LEA shall save harmless and indemnify and defend CONTRACTOR and its governing board, officers, administrators, agents and employees from all damages of every nature and description proximately caused by negligent or willful acts or omissions by LEA, its agents or employees in the course of rendering service(s) under Contract.

Notwithstanding any contrary provisions herein, both parties agree that it retains legal responsibility for its own actions in complying with any and all obligations it has under state and federal law and will not be indemnified for the same.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$ 2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$ 1,000,000 personal & adv. injury
- \$ 3,000,000 general aggregate
- \$ 2,000,000 products/completed operations aggregate

B. Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, **including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:**

\$ 1,000,000 per occurrence
\$ 2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials, and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials, and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence and \$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as named additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.
- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000 Combined Single Limit per Occurrence** if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is **\$5,000,000 Combined Single Limit per Occurrence**.

- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment, or other assets. Minimum amount of coverage shall be **\$250,000** per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. CHANGE OF RESIDENCE

CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of changes in student's residence. CONTRACTOR shall notify LEA in writing of student and/or parent's change of residence within five (5) school days after CONTRACTOR becomes aware of said change.

If the student's new residence is located within an area outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence if CONTRACTOR had knowledge of the student's change of residence.

CONTRACTOR shall notify LEA immediately (within 24 hours) when the CONTRACTOR becomes aware of an emergency change of placement (i.e., hospitalization, juvenile hall, shelter, etc.)

17. LICENSED CHILDCARE INSTITUTION (LCI) CONTRACTOR

If CONTRACTOR is also a licensed childcare institution (LCI), Contractor shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the Contractor operates a program outside of the state, Contractor must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located. CONTRACTOR shall adhere to the legal requirement regarding educational placements for LCI students as stated in Education Code Section 56366.9. A LCI shall not require that a student be placed in its NPS or receive NPA services from the LCI provider as a condition of being placed in its residential facility. In providing appropriate programs to individuals with exceptional needs residing in LCIs or foster family homes, the LEA shall first consider services in programs operated by public agencies. If those programs are not appropriate, special education and related services shall be provided by contract with an NPS.

The LEA which placed a student living in an LCI or foster family home in an NPS shall conduct an annual evaluation, as part of IEP process, to determine whether the placement is in the least restrictive environment (LRE). The CONTRACTOR shall report to the LEA that made the placement, on a quarterly or trimester basis, as appropriate, the educational progress demonstrated by the student toward the attainment of goals and objectives specified in the IEP.

The LEA is not responsible for the costs associated with NPS placements and related services until the date on which an IEP meeting is convened pursuant to law during which the IEP team determines that a NPS placement and related services are appropriate, and the IEP is signed by all necessary parties, including the LEA student's parent or another adult with educational decision-making rights.

Any educational funds received from an LEA for the educational costs of students placed in an NPS shall be used solely for those purposes and not for the costs of the residential programs.

18. CERTIFICATION AND WAIVER

When a CONTRACTOR seeks renewal of certification, the CONTRACTOR shall provide the LEA, in which the applicant is located, written notification of its intent to seek renewal.

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification.

In addition to meeting the certification requirements of the State of California, Contractor that operates a program outside of this state shall be certified or licensed by that state to provide, respectively, special education and related services to students under the federal Individuals with Disabilities Act (20 U.S.C. Sec. 1400 et seq.).

19. FACILITIES MODIFICATION

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations, Section 550, and California Education Code, section 32001. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

20. RENEWAL

LEA/CONTRACTOR may, but is not required to, renew this Master Contract in subsequent Contract years.

21. ENTIRE AGREEMENT

This Contract and any exhibits or attachments hereto constitute the entire Contract between LEA and CONTRACTOR and supersedes any prior or contemporaneous understanding or contract with respect to the services contemplated. This Contract binds the heirs, successors, assignees, agents, and representatives of CONTRACTOR.

22. SEVERABILITY CLAUSE

If any provision of this Contract is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

23. AUTHORIZED REPRESENTATIVE

Authorization to enter into this agreement on behalf of the LEA is strictly limited to the LEA Governing Board/Superintendent/designee as the sole individual who has the capacity to act as a representative on behalf of the school district.

III. EDUCATIONAL PROGRAMS

24. FREE AND APPROPRIATE PUBLIC EDUCATION

Unless otherwise agreed to, in writing, by LEA and CONTRACTOR, CONTRACTOR shall not accept payment from a parent for, or provide any services outside of those identified in a particular student's ISA. This clause shall not apply to the ability of a CONTRACTOR to accept payment from parents for additional services funded solely by parents' private insurance, so long as LEA and CONTRACTOR agree in writing to this arrangement, and so long as CONTRACTOR ensures that parents' payments are being made from a private insurance source only. Further, this clause is not intended to affect a CONTRACTOR'S ability to accept private payment for a student not being served under an ISA by that CONTRACTOR.

Unless otherwise agreed to by LEA and CONTRACTOR, CONTRACTOR shall be responsible for the provision of all programmatic supplies, equipment, or facilities specified in the students' IEP and ISA. No charge of any kind to parents shall be made by CONTRACTOR for special education and/or related services specified on the student's IEP, including screening or interviews which occur prior to or as a condition of the student's enrollment under the terms of this Contract, except as specified in writing signed by all relevant parties and attached to the student's ISA. This provision does not apply to voluntary activities unnecessary to provide the student with a free appropriate public education conducted after written notification to parents as to the cost and the voluntary nature of the activity. Unless the activity takes place during a school vacation or holiday, students not participating in such activities shall continue to receive special education and/or related services as set forth in their IEPs. CONTRACTOR shall guarantee that all charges to the LEA are consistent, justified, and based on standards applied to all students enrolled and attending the NPS/NPA.

If an individual's IEP requires specialized low incidence equipment based on their qualifying disability, the specialized equipment and/or supplies shall be provided by the LEA unless otherwise specified in the ISA. The LEA shall provide the low incidence equipment and/or supplies identified in the student's IEP unless the CONTRACTOR specifically agrees in the ISA to provide them. Supplies and/or equipment purchased and/or provided by the SELPA/LEA remain the property of the SELPA/LEA, and the supplies and/or equipment purchased by the CONTRACTOR remain the property of the CONTRACTOR.

If the IEP team determines that the individual with an IEP requires Assistive Technology and/or Augmentative Alternative Communication (AT/AAC) devices, equipment and/or materials, the LEA shall provide such items unless the LEA and the NPS/NPA agree otherwise. AT and/or AAC devices, equipment and/or materials purchased by the LEA remain the property of the LEA.

In the event that a foster youth may be placed in a NPS, the contractor and LEA will work collaboratively with the LEA Foster Youth Liaison to ensure and facilitate proper school placement enrollment, transfer of credits, records, grades and checkout from school. (EC 48853.5 (e) (1) and AB490) Whenever a change in foster child's residence occurs, the foster child has a right to remain in the school of origin to the end of the highest grade maintained at that school. Decisions regarding placement are IEP decisions which should include participation of LEA Foster Youth Liaison as appropriate.

25. COPY OF IEP AND PROGRAM OF INSTRUCTION

Upon referral of a student to CONTRACTOR the LEA shall provide CONTRACTOR with a copy of that student's IEP, as well as available assessment information, and facilitate, if requested, an observation of the student. CONTRACTOR retains the right to decline enrollment of any student. CONTRACTOR shall notify the LEA of its decision to decline enrollment. CONTRACTOR will provide student a program of instruction that is consistent with each student's IEP as specified in the ISA's for NPS/NPA. The general program of instruction provided to students under the ISA for NPS/NPA shall be responsive to LEA's required sequence of courses and related curriculum for students and be responsive to the IEP goals and objectives assigned by NPS/NPA. The program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Contract.

Designated instruction and related services will only be provided during the period of the student's regular or extended school year program, or both, and shall occur at the school site, unless otherwise specified by the student's IEP. CONTRACTOR shall ensure that Individual Transition Plans (ITP's) are completed for all students at the age of 16 years and older. CONTRACTOR agrees to use SELPA IEP/ ITP forms and SELPA service logs.

26. SERVICE/PROGRAM MONITORING

LEA and CONTRACTOR shall work collaboratively to fulfill monitoring requirements specified in Education Code 56366.1(e)(3)(B). CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall participate in the formal review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. If CONTRACTOR is also a LCI (and/or NPS/RTC), the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

CONTRACTOR shall participate in the LEA/CDE On-site and Self Review and if applicable, CDE-led district reviews. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance.

27. STUDENT DISCIPLINE/ SUSPENSION AND EXPULSION

Suspensions and expulsions of students by CONTRACTOR shall be consistent with the provisions of the California Education Code and California Code of Regulations (EC 48900 et seq. and 48915.5 et seq.) CONTRACTOR shall have a written policy regarding suspension and expulsion procedures. CONTRACTOR shall notify within five (5) days and provide written documentation to LEA each time a student is suspended, including the reason for said suspension. Written documentation shall include, but not be limited to, student's name, date, time, offense, rationale for disciplinary action taken, and an attached copy of all applicable Behavior Plans (i.e. goals, BIP's, etc.). CONTRACTOR agrees to contact LEA to schedule a manifestation determination at an IEP meeting no later than the 10th day of suspension. CONTRACTOR shall collaborate with LEA representatives at an IEP team meeting where the manifestation determination will be made.

28. GRADUATION REQUIREMENTS

If the student is enrolled in a NPS and is of secondary school age, LEA will list the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of diploma requirements and specify levels of proficiency in basic skills as measured by LEA approved proficiency tests. Standardized tests including state mandated assessments shall be administered pursuant to LEA state and federal guidelines. For students in grades nine through twelve, inclusive, LEA will provide a current transcript and a specific list of courses required. At the close of each semester CONTRACTOR shall prepare transcripts and submit them to the student's district of residence for evaluation of progress toward completion of diploma requirements.

At the close of each semester, or upon student transfer for students in grades nine (9) through twelve (12), inclusive, CONTRACTOR shall update transcripts and submit them upon request to the student's school of residence. Six months prior to graduation, CONTRACTOR shall notify LEA of the transition to high school for graduation.

FOSTER YOUTH - AB 167 – Assembly Bill 167 refers to California legislation that amended Ed Code to exempt students in foster care from school district graduation requirements that exceed state graduation requirements if the student transfers to the district, or transfers from one high school to another within a district in the 11th or 12th grade if the student would not be reasonably able to complete the additional district requirements. AB 167 requires school districts to provide notice to foster youth exempted from additional district requirements if failure to satisfy

such local requirements will affect the student's ability to gain admission to a postsecondary educational institution.

When a student exits from special education, as a result of earning a diploma, aging out or returning back to LEA, the CONTRACTOR shall provide to the LEA a summary of student's academic achievement and functional performance along with recommendations how to assist the student in meeting their post-secondary goals.

For purposes of this provision if the needs of the students are such that the IEP team determines that a functional skills curriculum is most appropriate, the educational program shall be designed to be in alignment with the essential state standards and will result in the awarding of a certificate of completion either by the LEA or the NPS as determined by mutual agreement.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's and CDE's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; and (c) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards-aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans that are in compliance with state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and available to the SELPA prior to the effective date of this Master Contract.

29. REASONABLE VISITATION/ PARENT ACCESS

CONTRACTOR will provide for reasonable parental access to LEA students and all facilities including, but not limited to: the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters, for those parents whose children reside in the living quarters. CONTRACTOR shall ensure that parental visits are in agreement with court order, if any.

CONTRACTORs operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for the therapeutic visits from the CONTRACTOR and LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and provide travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization for in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

30. WITHDRAWAL BY PARENT

CONTRACTOR shall immediately report by telephone to LEA if a student is withdrawn from school by the parent. CONTRACTOR shall confirm such telephone call in writing immediately or no later than five (5) school days.

31. MEDICATIONS

Unless otherwise set forth in the student's ISP, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

32. ACCIDENT/INCIDENT REPORT

Contractor agrees to submit a written accident report to LEA within 24 hours of incident when a student has suffered an injury requiring medical attention provided by a medical practitioner resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

33. STUDENT RECORDS

CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All student records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR will maintain access log delineating date, time, agency, and identity of individual for any authorized person accessing student records who is not in the direct employ of the CONTRACTOR. SubCONTRACTORS shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing student records. Nevertheless, pursuant to EC 49076(b)(6), CONTRACTOR may provide subCONTRACTORS access to student records when the subCONTRACTOR provides services within CONTRACTOR's educational institution and has a legitimate interest in the information contained in the student records. CONTRACTOR also agrees to comply with the parental right to request records and the parental right to inspect a student's file as defined in the federal law under Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. and § 56000 et seq.

34. ACCESS TO RECORDS

CONTRACTOR shall insure that records of access are maintained for individual files. These records shall include the name of the party, date, and purpose of access.

35. PROGRESS REPORTS

Progress reports relating to goals and objectives in a student's IEP and other data required for review shall be sent by CONTRACTOR to LEA and parent on a quarterly basis or trimester as appropriate. Additional reporting periods may be identified by the IEP team. Upon request, an updated report shall be provided if there is no current progress report, whenever a student is scheduled for an IEP review by LEA's Individualized Education Program team or when a student's enrollment is terminated. CONTRACTOR shall establish grading policies to be followed unless otherwise specified in student's IEP.

36. FORWARDING OF RECORDS

CONTRACTOR agrees, in the event of school or agency closure, to forward student records immediately but no later than seven (7) days to LEA. These shall include, but are not limited to, current transcripts, IEP/IFSP reports and results of proficiency testing and State Assessments.

37. IEP/IFSP MEETINGS

The CONTRACTOR is responsible for providing the student's special education teacher and the related services or personnel appropriate to represent the related services at required IEP /ITP meetings. These meetings will be held at the NPS unless otherwise approved by the LEA and CONTRACTOR. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. The LEA is responsible for scheduling and issuing the Notice of Meeting for all IEP team meetings. Parents or guardians shall be notified of the IEP meeting early enough to ensure an opportunity to attend. Proper notice of meeting shall include the purpose, time, and location and who shall be in attendance. Every effort shall be made to schedule the IEP meetings at a time that is mutually convenient to parents, LEA, and CONTRACTOR's staff. Parents or guardians shall be informed in the notice of the right to bring other people to the meeting who has knowledge or special expertise of the student. The CONTRACTOR shall ensure private and confidential communication between the student and members of the IEP team, at the student's discretion. Transition services (designed with a results-oriented process focused on improving the academic functional achievement of the child) must be addressed in the IEP for the student no later than in the year in which they turn 16 years of age. Extended school year shall be discussed as part of the IEP meeting with an emphasis on student need.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA shall provide training for any NPS and CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

38. STATEWIDE MANDATED ASSESSMENT

CONTRACTOR shall administer all statewide achievement tests and any other state assessment as mandated by LEA pursuant to LEA and/or CDE guidelines.

Each student, subject to the alternative accountability system pursuant to EC section 52052, placed in an NPS by an LEA, shall be tested by qualified staff of the NPS in accordance with that accountability program.

The CONTRACTOR agrees to conform to the approved testing calendar window. The LEA shall provide opportunities for training as necessary and requested by the contractor. The LEA shall provide all appropriate test materials to the NPS for administration of the tests.

NOTE: CONTRACTOR shall determine its state-mandated testing period subject to EC section 60640. CONTRACTOR shall notify the LEA of a student enrolled in the school of its testing period. CONTRACTOR's staff, who shall administer the assessments, shall attend the regular testing training sessions provided by the LEA. If CONTRACTOR's staff have received training from one LEA or similar agency, that training will be sufficient for all LEAs that send students to the CONTRACTOR.

39. SCHOOL ACCOUNTABILITY REPORT CARD

The NPS shall prepare a school accountability report card in accordance with EC section 33126.

40. CLASS SIZE-NONPUBLIC SCHOOL

When Contractor is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of one (1) teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one thirty (30) school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency. CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

41. RELATED SERVICES

Unless otherwise specified in the LEA student's IEP and/or ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student is scheduled to attend school. If student misses a related service session due to staff absence, that session shall be provided within thirty (30) school days.

Any adjustment, correction, addition or offer of added work shall be discussed with the CONTRACTOR and not the teacher or direct service provider.

Upon mutual agreement between contractor and district, related services may be provided outside of regular hours to meet the needs of the student and/or unique circumstances.

42. DUE PROCESS AND COMPLAINTS

CONTRACTOR shall fully participate in due process proceedings before OAH, including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

LEA shall inform parent(s) of their due process rights upon 1) each notification of an IEP meeting; 2) reevaluation of their child; 3) registration of a complaint or a request for a due process hearing; and (4) the commencement of an expulsion proceeding. Upon request by LEA, CONTRACTOR shall assist the LEA in meeting its due process notification obligations.

43. STATE MEAL MANDATE

CONTRACTOR shall assist LEA to meet the LEA's responsibilities to satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

44. HEALTH AND SAFETY

CONTRACTOR shall require all regular and substitute employees, volunteers, and any other individual who may come into contact with a student on school grounds to provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee file or volunteer file.

CONTRACTOR agrees all employees, subCONTRACTORS, volunteers, and any other individual who may come into contact with a student on school grounds to follow universal health care precautions when providing medical treatment or assistance to a student.

CONTRACTOR further agrees to provide annual training to all employees, volunteers, and any other individual who may come into contact with a student on school grounds regarding universal health care precautions and to post required notices in areas designated by the California Health & Safety Code.

45. BEHAVIOR MANAGEMENT/ POSITIVE BEHAVIOR SUPPORT

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

(1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) an intervention that precludes adequate supervision of the individual; (8) an intervention that deprives the individual of one or more of his or her senses.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised, consistent with law (AB 2657, Ed Code 5621.1). CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

46. STUDENT RETURN TO DISTRICT

CONTRACTOR and LEA shall assist all SELPA and LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition. This may include, but not be limited to, facilitation of dual enrollment, scheduling, transportation arrangements and other student supports. These provisions shall also apply to mediated agreements and OAH decisions.

47. EDUCATIONAL REPRESENTATIVE/SURROGATE PARENT

CONTRACTOR agrees to notify the SELPA office within seven (7) days when the CONTRACTOR becomes aware of the need for the appointment of a surrogate parent. LEA agrees to notify the CONTRACTOR within seven (7) days if an Educational Representative has been appointed for the student by court order. A surrogate parent is necessary only when an Educational Representative has not been found/ appointed by the Court. CONTRACTOR agrees that the LEA will select and appoint said surrogate. CONTRACTOR agrees that the SELPA will train the surrogate. A surrogate parent must have no interests that conflict with the interests of the

child, have knowledge and skills that ensure adequate representation of the child, and may not be an employee of a public or private agency involved in the education and/or care of the child. The surrogate parent will sign an affidavit stating that no such conflict of interest exists, and this affidavit will be kept on file by the SELPA.

48. GRADE LEVEL ASSIGNMENT

All students enrolled in NPS shall be assigned a grade level commensurate with their chronological age if it is not designated on the IEP prior to admission. If student is participating in a functional skill development program, the grade assigned shall be determined by the following formula (age – 5 = grade level).

49. MIDDLE SCHOOL/ HIGH SCHOOL TRANSITION

When student is to transition to a high school district, the LEA/CONTRACTOR shall follow the SELPA policy as outlined in the Local Plan as it relates to fiscal responsibility. All services provided in ESY are the fiscal responsibility of the elementary district.

50. OVERSIGHT/ PLACEMENTS/ EDUCATIONAL PROGRESS

The LEA shall evaluate NPS placements through the IEP process. Included in this evaluation, is a review of IEP stated goals and state assessment results in order to determine if student is making appropriate educational progress. The LEA shall consider whether or not the needs of the student require an NPS and whether changes to the IEP are necessary, including whether the student may be transitioned to a public school setting.

IV. PERSONNEL

51. CREDENTIALS AND LICENSES/FINGERPRINT CLEARANCE

The CONTRACTOR providing special education and designated instruction and services must utilize staff that holds a certificate, permit, or other document equivalent to that which staff in a public school are required to hold.

EC Section 56366.1(n) requires all teachers in nonpublic schools to meet the same credentialing requirements as those for public school teachers. Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff that hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight, and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with students with disabilities. (B) A student personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

- A. CONTRACTOR shall be responsible for verification of security clearance, credentials, and licenses held by its employees, agents, and subCONTRACTORS. Education credentials shall be on file at the NPS/NPA office. A copy of the CDE Certification will be submitted with the contract to the LEA.

- B. CONTRACTOR shall provide to LEA on annual basis copies of appropriate credentials and/or license(s) if change of staff occurs, which directly affects the students. CONTRACTOR shall notify LEA in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students.
- C. CONTRACTOR shall require all employees and all subCONTRACTORS to submit fingerprints consistent with California Education Code Section 44237. CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for CONTRACTOR'S employees; prohibiting its employees from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and providing such certification to the LEA that none of its employees who may come in contact with students have been, convicted of a violent or serious felony. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44010 or to a felony that would disqualify that person from employment pursuant to EC 44237. The requirements of this section apply to all of contractors, subcontractors, in addition to employees.
- D. This provision shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

52. TEACHER ABSENCE

When a classroom teacher/instructor is absent, CONTRACTOR shall employ a substitute teacher/instructor or provide coverage by an appropriately qualified and credentialed staff person. Coverage shall be provided in the classroom in place of the absent teacher for the entirety of the school day to provide instruction and fulfill other duties of the absent teacher. Upon written or oral request, CONTRACTOR shall provide to LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. In regard to an NPA, when a related service provider is absent, CONTRACTOR shall employ a substitute service provider who is an appropriately credentialed staff person to provide service and fulfill other duties of the absent provider. The CONTRACTOR shall elect to reschedule the related service session consistent with Section 41 and 58 related services of this contract.

53. MANDATED REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164, et seq., and maintain documentation of such trainings. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. The contractor shall acknowledge the legal requirements and maintain written documentation and verification of staff training and adherence to such reporting including timelines, which shall be submitted upon request to the SELPA and the LEA (EC § 44691). CONTRACTOR shall further ensure that its SUBCONTRACTORS are similarly trained.

54. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, is familiar with and agrees to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

55. SEXUAL HARRASSMENT

CONTRACTOR shall have policy procedures in place to immediately (within 24 hours) report any allegations of conduct that may constitute sexual harassment as per federal and state law. This reporting must include appropriate governmental, social service, and law enforcement agencies as well as the LEA. CONTRACTOR shall ensure that an immediate and comprehensive investigation is commenced and shall keep the LEA fully informed of the progress and result of such investigation. CONTRACTOR further agrees to provide annual training to all employees regarding regulations concerning sexual harassment and related procedures.

V. FINANCIAL SECTION

56. SCHOOL CALENDAR

- A. The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not less than the number of school days prescribed by the State of California for the regular school year (RSY) days, plus extended school year (ESY) as determined by the IEP team. Unless otherwise stated in a particular Student's IEP, billable days shall include only those days that are included in the submitted and approved school calendar or required by the IEP for each LEA student.
- B. Services are not provided during winter break, spring break, intersessions, or the period between extended year and the fall semester.
- C. LEA observes legal holidays including, but not limited to, the following: Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Juneteenth, and Memorial Day, as specified in the LEA's official calendar.

57. STUDENT ABSENCES: NON-PUBLIC SCHOOL

No later than the fifth (5th) consecutive day of a student's absence, CONTRACTOR shall notify LEA of such absence in writing, unless a written time extension is granted by a LEA authorized representative.

CONTRACTOR will maintain written records regarding all LEA students' absences. These records shall indicate school and/or residential absences, as appropriate.

LEA shall not be responsible for payment for more than 8 cumulative days of absences per semester, unless a written time extension is granted by LEA. No more than three of the 8 cumulative absences shall be unexcused.

58. STUDENT ABSENCES: AGENCY ONLY

If the student is enrolled in a NPA, the LEA shall not be responsible for the payment of educational services when the student is absent. CONTRACTOR shall notify LEA in writing when the student absences exceed three (3) sessions. Make-up sessions may be scheduled but shall be limited 30 school days in which the original services were scheduled. Unless otherwise agreed, all related services shall be provided by CONTRACTOR during the LEA's regular school and extended school calendar days unless otherwise specified on the IEP. A unit of service for payment purposes is one day of attendance. LEA shall not be responsible for payment of services for days on which a student's attendance does not qualify for reimbursement under state law.

59. LEA and/or CONTRACTOR CLOSURE DUE TO EMERGENCY

NPS School Closure and Make-Up Day of Service

In the event of an NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422, the NPS would be permitted to schedule a makeup day of service. The NPS would

work collaboratively with LEAs and inform them of a date(s) during the current school calendar year on which the makeup day of service would occur.

The following shall apply in the event of a LEA or CONTRACTOR closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

Contractor is Open and LEA is Open or Closed

- If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

Contractor Closure

- Unless otherwise directed by Executive Order, Law, or other similar directive, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.
- Unless otherwise directed by Executive Order, Law, or other similar directive, If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.

Both LEA and Contractor are Closed

- On days the LEA is funded via Waiver, Executive Order, Law or other similar directive, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure if stated by the Waiver guidance, Executive Order, Law or other similar directive.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes and shall work together to amend IEP and ISA paperwork as appropriate. CONTRACTOR and LEA shall work collaboratively to resolve any payment and service disputes brought about by emergency closures. CONTRACTOR will provide documents, information, and clarification on services as requested by the LEA.

60. ATTENDANCE RECORDS

- A. CONTRACTOR shall keep daily attendance of each student and shall report attendance monthly to LEA. Such attendance shall be filed with monthly invoices to LEA within thirty (30) days of the close of the school month. Separate attendance register forms must be submitted for all related services as specified on the IEP.
- B. Original attendance registers submitted to the LEA with invoices for payment must be completed by the service provider whose signature must appear on said register. CONTRACTOR is responsible for verifying accuracy of said registers and for informing service providers of their personal responsibility for the completion and accuracy of said attendance registers.
- C. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of auditing attendance reporting.
- D. The LEA is required to maintain school records in order to ensure the appropriate high school graduation credit is received by the student. The contract may allow for partial or full-time attendance at the NPS.

61. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be

limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record, and a description of the record/s provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records: (a) the student's parents; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information for the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEPs, BERs, incident reports, notification of injuries, and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days

62. INSTRUCTIONAL DAY

The total number of instructional minutes per school year provided by CONTRACTOR shall be equivalent to the number of instructional minutes established for LEA schools unless otherwise specified within the student's IEP or ISA, provided the ISA meets the minimum standards for instructional minutes as specified in Education Code. The number of instructional minutes shall be exclusive of recess, lunch, and passing time. For Pre-K through grade twelve (12), unless otherwise specified on the student's IEP or ISA, the number of minimum instructional minutes shall be as follows: one hundred eighty (180) instructional minutes shall be provided to pre & kindergarten students; two hundred thirty (230) instructional minutes shall be provided to students in grades one (1) through three (3); two hundred forty (240) instructional minutes shall be provided to students in grades four (4) through twelve (12).

63. PAYMENT UNIT: NON-PUBLIC SCHOOL ONLY

A unit of service for payment purposes is one day of attendance or apportionment absence as defined in California Education Code 46010. LEA shall not be responsible for payment of services for days on which a student's attendance or absence does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEP's authorize less than full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day serviced.

CONTRACTOR shall notify LEA when Medi-Cal is billed for educationally related expenses.

64. PAYMENT UNIT: NON-PUBLIC AGENCY ONLY

A unit of service for payment purposes is one hour of related service. LEA shall not be responsible for payment of services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law.

65. RATE SCHEDULE

The CONTRACTOR agrees to apply the same rate for the entire fiscal year. Education service(s) and/or related services offered by CONTRACTOR in accordance with the IEP and the charges for such service(s) during the term of this Agreement shall be as follows:

A. Nonpublic School only	Rate	Period (specify)
Basic Education Program	\$ _____	_____
B. Designated Instruction and Service and/or Other Related Services		
(1) Adapted Physical Education	\$ _____	per _____
(2) Behavior Intervention Services	\$120.00 (BCBA)	per Hour
(3) Day Treatment Services	_____	per _____
(4) Language/Speech Therapy/Group	_____	per _____
(5) Language/Speech Therapy/Indiv.	\$110.00 (SLPA \$80.00)	per Hour
(6) Mental Health	_____	per _____
a) Counseling/Group	_____	per _____
b) Counseling/Individual	_____	per _____
c) Counseling and Guidance	_____	per _____
(7) Occupational Therapy	\$110.00 (COTA \$80.00)	per Hour
(8) One-on-One Aide	_____	per _____
(9) Parent Counseling	_____	per _____
(10) Physical Therapy	\$110.00 (PTA \$80.00)	per Hour
(11) Psychological Services	\$115.00	per Hour
(12) Residential Treatment Services <i>Educationally Related Mental Health Board and Care</i>	_____	per _____
(13) Social Work Services	_____	per _____
(14) Transportation (if required)	_____	per _____
(15) Other: Para	\$50.00	per Hour
Other: RBT	\$55.00	per Hour
Other: RN	\$110.00	per Hour

66. PAYMENT DEMAND

If a student is enrolled in an NPS/NPA, with the approval of the LEA, prior to agreement to a contract or ISA, the LEA shall issue a warrant for services for up to 90 days during which time the contract shall be consummated. If after 60 days the Master Contract has not been finalized, either party may appeal to the SPI. Within 30 days of receipt of appeal, the SPI, or designee, shall mediate the formulation of a contract which shall be binding upon both parties.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; title of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

CONTRACTOR shall submit said demands for payment for services rendered no later than thirty (30) days after the end of the attendance accounting period in which said services are actually rendered. CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (i.e., roll books for the basic education program and service logs and notes for each related service) shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment and shall inform service providers of their personal responsibility for the services being reported as rendered.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount. Payment shall be made within forty-five (45) days of receipt by LEA of invoices properly submitted and approved by LEA.

If an LEA fails to send a warrant for the amount requested within forty-five (45) days or failed to notify the contractor within 10 working days of any reason why the requested payment shall not be paid, the NPS may require the LEA to pay an additional amount of 1.5 % of the unpaid balance per month until full payment is made, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

67. RIGHT TO WITHHOLD

LEA has the right to withhold payment to CONTRACTOR when: (A) CONTRACTORS performance, in whole or in part, either has not been carried out or is insufficiently documented; including but not limited to, failure to implement the individualized education program and all attachments incorporated therein of the student(s) for whom this Contract is written; (B) CONTRACTOR has neglected, failed or refused to furnish information or to cooperate with the inspection, review or audit of its program, work or records; (C) education and/or related services is provided by LEA students by personnel who are not appropriately credentialed/licensed or otherwise qualified; (D) Contractor was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and /or records; (E) CONTRACTOR has failed to provide to LEA all documents prior to school closure; (F) CONTRACTOR has failed to provide to LEA properly prepared invoices within thirty (30) days from the end of the attendance accounting period; or (G) CONTRACTOR has failed to provide to LEA proper rebilling invoices within (30) calendar days from the date that the original invoice was returned to CONTRACTOR. If LEA determines that cause exists to withhold payment to CONTRACTOR, within ten (10) working days written notice

shall be sent that LEA is withholding payment to CONTRACTOR. Such notice shall specify the basis for LEA's withholding payment. Within fourteen (14) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies which form the basis for LEA's withholding payment. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR'S time to respond by an additional fourteen (14) days.

68. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by LEA or by appropriate state or federal audit agencies occurring as a result of CONTRACTOR's performance of this Contract. CONTRACTOR also agrees to pay to LEA within thirty (30) days of written demand by LEA the full amount of LEA'S liability to the state, if any, resulting from any audit exceptions, to the extent such are attributable to CONTRACTOR's failure to perform properly any of its obligations under this Contract.

Upon request of LEA and except as otherwise provided by law, CONTRACTOR shall provide LEA, a state agency, a federal agency, and/or an independent agency/firm contracted by LEA, access to the following records: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services: absence verification records (parent doctor notes, telephone logs, and related documents); staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination: staff time sheets: non-paid staff and volunteer sign-in sheets; transportation and other related services subAgreements; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks. Such access may include inspections by LEA with prior notice.

All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant Contract period being audited in order to assess the extent to which funds were expended consistent with such budgetary information.

CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm in a reasonable and timely manner. If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's failure to perform, in whole or in part any of its obligations under this Contract as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

69. INSPECTION AND AUDIT

CONTRACTOR shall provide access to or forward copies of any books, documents, papers, reports, records, or other matter relating to the Contract upon request by LEA except as otherwise provided by state and federal law. All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant Contract period being audited to assess the extent to which funds were expended consistent with said budgetary information. Fiscal records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit. To the extent, the CONTRACTOR disagrees with the findings of the audit; the dispute process as authorized in section 9 shall be utilized for the resolution of the dispute.

70. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

71. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:


- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives.

CONTRACTOR

Invo HealthCare Associates, LLC

Name of Nonpublic, Nonsectarian School/Agency



Digitally signed by Matt Stringer
Date: 2023.12.20 10:21:38
-05'00'

Contracting Officer's Signature

Matt Stringer, CEO

(Type) Name and Title

12/20/2023

Date

LEA

Mountain View Whisman School District

Authorized Representative/School District

Signature

Cathy Baur, Chief Academic Officer

(Type) Name and Title

Date

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

THIS AGREEMENT is made and entered into on January 11, 2024 ("Agreement"),
 by and between and **Mountain View Whisman School District** ("District") and KIDPOWER
 ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services ("Services" or "Work"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached

☒ **Option 2** - Services explained as follows:

Two 60-min online Parentpower programs - one in English, one in Spanish -

Thursday, Jan 11, 2024. Two 60-min online Family power programs - one in English, one in Spanish -
currently scheduled currently Thursday, Jan 18, 2024

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 \$ _____

☒ **Option 3** – Other, please explain: FREE TO DISTRICT/PARTICIPANTS.

Costs incurred by Kidpower covered by grants awarded to Kidpower.

3. Contract Dates "Agreement Time"

Services Start Date: January 1st., 2024

Services End Date: May 31st., 2024

4. Submittal of Documents

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



Signed Agreement



Insurance Certificates & Endorsements



W-9 Form

5. Classified Service

☐ YES

☒ NO

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
 1400 Montecito Ave.
 Mountain View, CA 94043
 Attn: Chief Business Officer

Contractor:
Street
City, State, Zip
Attn:

KIDPOWER TEENPOWER FULLPOWER International
PO BOX 1212
SANTA CRUZ, CA 95061
Erika Leonard, Community Education Director

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: EJL

(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:

Terri W. Kemper

TWK

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: EJL

(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:

TWK

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

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

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

Contractor's Initials Here: E.A. approves with section 8 replaced as indicated, see page 8

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

SEE MUTUAL LIABILITY LANGUAGE REPLACEMENT TEXT AGREED UPON - PAGE 8

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"~~), and/or in part, the Contractor or willful misconduct of Contractor's employees, agents, or consultants, or indirectly arising from the Contractor's performance of the Services or anything done, performed, or omitted by 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.

**SEE MUTUAL
LIABILITY
LANGUAGE
REPLACEMENT
TEXT AGREED
UPON - PAGE 8**

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: EJL

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: 501 (C)3

Employer Identification and/or SSN#: 77-0226712

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

120-6127-0-2830-00-0001-1000-000000-009-0275

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

Requesting Administrator	Contractor:
Mountain View Whisman School District	Contractor Name: <u>Kidpower</u>
Dated: <u>12/20</u> , 20 <u>23</u>	Dated: <u>December 18</u> , 20 <u>24</u>
Signature: <u><i>T. W. Kemper</i></u>	Signature: <u><i>Erika Leonard</i></u>
Print Name: <u>Terri W. Kemper</u>	Print Name: <u>Erika Leonard</u>
Print Title: <u>Director, Preschool Programs</u>	Print Title: <u>Community Education Director</u>

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

Board of Trustees Action (District Office Use Only)			
Board of Trustees Meeting Date: _____	For Contract:	Review	Ratification

INDEMNIFICATION LANGUAGE AGREED UPON BY BOTH PARTIES WHICH REPLACES, IN FULL, THE ORIGINAL LANGUAGE INCLUDED IN SECTION 10.8, "INDEMNIFICATION":

Kidpower agrees to defend, indemnify, and hold harmless the Mountain View Whisman School District and its agents from and against all claims and damages caused by the gross negligence, unethical, or willful misconduct of Kidpower or its agents in the performance of the services under this agreement. Unless caused by the gross negligence, or willful misconduct of the Mountain View Whisman School District, Kidpower also agrees to defend, indemnify, and hold harmless the Mountain View Whisman School District and its agents from and against all claims and damages resulting from injury to or death of Kidpower staff or its agents in the performance of the services under this agreement. Given that this contract is for work done with the Mountain View Whisman School District's own clients, staff, parents, students, and/or other invitees on its premises or online and under the full and direct supervision of its staff or agents; excludes Kidpower staff from being alone with children or teens at any time; and excludes provision of any transportation of Mountain View Whisman School District people by Kidpower staff; Mountain View Whisman School District agrees to defend, indemnify, and hold Kidpower and its agents free and harmless of any liability for claims or damages by or on behalf of its own clients, staff, parents, students, and/or other invitees from their participation in the training or its use of the program. Kidpower can make no guarantees that use of its program will prevent or stop bullying, violence, or abuse.

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

THIS AGREEMENT is made and entered into on January 11, 2024 ("Agreement"),
 by and between and Mountain View Whisman School District ("District") and Michael Katz
 ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services ("Services" or "Work"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ Option 1 - As indicated in Exhibit A – attached

☒ Option 2 - Services explained as follows:

Two 45 minute Assemblies "Folk Stories from Around the World" on 3/22/2024 for students in
 Grades K-2 and another for Grades 3-5. Students will attend the assemblies with their classroom teacher.

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 \$ 875

☐ Option 2 - Maximum number of hours at an hourly rate of \$ _____ Total not to exceed \$ _____

☐ Option 3 – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: 3/22/24

Services End Date: 3/22/24

4. Submittal of Documents

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

- ☒ Signed Agreement
☒ Insurance Certificates & Endorsements
☒ W-9 Form

5. Classified Service

☐ YES ☒ NO

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
 1400 Montecito Ave.
 Mountain View, CA 94043
 Attn: Chief Business Officer

Contractor:
 Street
 City, State, Zip
 Attn:



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: M.K.

(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: Mariko Kobata

MaKo

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: M.K.

(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: MaKo

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

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

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

Contractor's Initials Here: M.K.

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:

M.R.

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: _____

Employer Identification and/or SSN#:

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

010-0130-0-5830-00-1110-1000-000000-002-0130

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

Requesting Administrator	Contractor:
Mountain View Whisman School District	Contractor Name: <u>Michael Katz</u>
Dated: <u>11/29/23</u> , 20 <u>23</u>	Dated: <u>11/13</u> , 20 <u>23</u>
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>
Print Name: <u>Mariko Kibata</u>	Print Name: <u>Michael Katz</u>
Print Title: <u>Principal</u>	Print Title: <u>Contractor / Artist / Storyteller</u>

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

Board of Trustees Action (District Office Use Only)			
Board of Trustees Meeting Date: _____	For Contract: _____	Review _____	Ratification _____



CONTINUATION OF SERVICE'S AGREEMENT

This service agreement is between Client: **Mountain View Whisman School District** and Contractor: **onebytwo Global** for a term of (3) year (s), plus the option of a 2-year extension. This agreement will begin July 1st, 2023 and end on June 30th, 2026.

SERVICES/SCOPE OF WORK: Contractor shall provide the following professional services:

Annual Site Inspection

- Yearly verification of AEDs' readiness for deployment
- Replacement of pads and batteries prior to expiration
- Service of AED cabinets and batteries
- Signage, stickers
 - Client responsible for mounting signage

*Inspections will be completed during 1 selected month per fiscal year between the hours of 9am-3pm.

Online Program Management

- Manage and train elected AED inspectors/administrators on AED Management System
- Track AEDs and accessories including supplies, expiration dates, site inspectors.
- Email notifications and follow-up reminders for inspections
- QR codes for Quick inspections

Post-AED Usage Support

- Supply loaner and AED replacement parts and accessories
- Medical over-site and ECG report provided to patients physician per request
- Submit required usage reports to Santa Clara County EMS Agency
- Debriefing session with school responders per request
- Provide 1 set of replacement pads
- Yearly Program includes '1' Post-Use support per AED/year
 - Cost is \$350.00 for >1 usage.

LOCATION: Work shall be performed as required at each specific site/location of AEDs/facilities designated by client

COMPENSATION: Client agrees to pay Contractor for Product and Services at the beginning of each fiscal year (See attached estimates).

The purchase of additional AEDs or optional training is not included in this agreement..Payment shall be made within 30 days after submission of a detailed invoice indicating agreed upon services and required supplies or a 5% late fee will be applied to every month delinquent.

TERMINATION: The terms of this agreement shall commence on July 1, 2023. The parties may terminate this Agreement with 30 days written notice for any reason at any time. In the event of notification of termination, the Contractor shall invoice the client for any unpaid work performed and expenses incurred prior and up to the date of termination.

Upon termination of this agreement, the Contractor will promptly return to client or delete all items/info containing confidential information.

INSURANCE: Contractor carries both Professional Liability and Commercial Liability Insurance in the amount of \$2M each per occurrence. All onebytwo Global AED Inspectors have clean driving records and personal vehicles are covered with Automobile Liability Insurance.

COMPLIANCE: Both parties agree to comply with any and all applicable Federal, State and local laws pertaining to services under this Agreement, such as inspection, training and maintenance of Automated External Defibrillators. The Contractor will notify Client of any changes in law affecting their possession of AEDs.

CONFIDENTIALITY: The Contractor agrees to hold in confidence and not disclose any confidential information related to its work for Client except within the scope of this engagement; provided, however that the foregoing restriction shall not apply to information that is or becomes readily publicly available without restriction through no fault of the Contractor.

ARBITRATION: Any disputes arising from or relating to the enforcement or interpretation of this Agreement (including disputes relating to performance or alleged breach) will be resolved in confidential binding arbitration held in San Jose, CA before and in accordance with JAMS Mediation, Arbitration and ADR Services using JAMS rules for commercial arbitrations.

Signature Page

Client Name

Signature _____ Date _____

Address:

Phone:

onebytwo Global LLC

Signature _____ Date _____

Managing Member onebytwo Global LLC

Phone: 833-851-5141

Tax ID# 84-2084979

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

THIS AGREEMENT is made and entered into on January 11, 20 24 ("Agreement"),
 by and between and Mountain View Whisman School District ("District") and Resource Area for Teaching (RAFT)
 ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services ("Services" or "Work"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ Option 1 - As indicated in Exhibit A – attached

☒ Option 2 - Services explained as follows:

In person Maker Mobile Van for 17 classes at Bubb School on April 1-5, 2024.

All students will attend one session with their classroom teacher to participate in hands-on engagement using one of RAFT's STEAM project kits.

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 \$ _____

☒ Option 3 – Other, please explain: \$1,750 per day for 4 full days. Total: \$7,000

3. Contract Dates "Agreement Time"

Services Start Date: April 1, 2024

Services End Date: April 5, 2024

4. Submittal of Documents

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

- ☒ Signed Agreement
- ☒ Insurance Certificates & Endorsements
- ☒ W-9 Form

5. Classified Service

☐ YES ☒ NO

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
 1400 Montecito Ave.
 Mountain View, CA 94043
 Attn: Chief Business Officer

Contractor:
 Street
 City, State, Zip
 Attn:

Resource Area for Teaching

1355 Ridder Park Drive


San Jose, CA 95131

Suzanne Carrig

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

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here:



(This portion to be filled out by District Representative)

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

Check one of the options below:

- ☒ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.
- ☐ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- ☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do not interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
- ☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

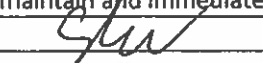
District Representative Name & Initials:

Mariko Kobata

MK

8. Tuberculosis (TB) Screening

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



(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

- ☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.
- ☒ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative Initials here:

MK

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

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

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

Contractor's Initials Here: 

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care.**

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise,

and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. Termination.

7.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. Without Cause by Contractor. Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 7.3.1. material violation of this Agreement by the Contractor; or
- 7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. Indemnification. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and

hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. FORCE MAJEURE CLAUSE: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

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

11. Compliance with Laws. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. Safety and Security. Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced

observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section

1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

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

Contractor's Initials Here:



INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("Infectious Disease"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("PPE") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

2.1.1. It occurred after the date the Parties entered into this Agreement;

2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).
5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☐ Limited Liability Company ☒ Other: ~~Non-Profit Corporation 501(c)(3)~~ Non-Profit Corporation 501(c)(3)

Employer Identification and/or SSN#: 77-0365627

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

010-0130-0-5830-00-1110-1000-000000-002-0130

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

Requesting Administrator	Contractor:
Mountain View Whisman School District	Contractor Name: <u>RAFT</u>
Dated: <u>12/14</u> , 20 <u>23</u>	Dated: <u>11-30-23</u> , 20 <u> </u>
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>
Print Name: <u>Mariko Kobata</u>	Print Name: <u>Suzanne Carrig</u>
Print Title: <u>Principal</u>	Print Title: <u>Director, Partnership Development</u>

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

Board of Trustees Action (District Office Use Only)			
Board of Trustees Meeting Date: _____	For Contract: _____	Review _____	Ratification _____

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

THIS AGREEMENT is made and entered into on January 11, 2024 ("**Agreement**"),
 by and between and **Mountain View Whisman School District** ("**District**") and **Schmahl Science Workshops**
 ("**Contractor**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services ("**Services**" or "**Work**"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached

☒ **Option 2** - Services explained as follows:

Deliver 3 different science enrichment workshops for 5 classes at Latham and 5 classes at Theuerkauf in 2024.

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 \$ _____

☒ **Option 3** – Other, please explain: Total of 30 workshops at \$175 for a total invoice of \$5250 to be invoiced prior to delivery.

3. Contract Dates "Agreement Time"

Services Start Date: 1/1/24

Services End Date: 5/31/24

4. Submittal of Documents

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

☒ Signed Agreement

☒ Insurance Certificates & Endorsements

☒ W-9 Form

5. Classified Service

☐ YES

☒ NO

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
 1400 Montecito Ave.
 Mountain View, CA 94043
 Attn: Chief Business Officer

Contractor:
Street
City, State, Zip
Attn:

Schmahl Science Workshops
 1650 Senter Rd.
 San Jose, CA 95112
 Ellen Hilbrich

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:

EA

(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:

Terri W. Kemper

TWK

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:

EA

(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:

TWK

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

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

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

Contractor's Initials Here: 

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care.**

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise,

and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. Termination.

7.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. Without Cause by Contractor. Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 7.3.1. material violation of this Agreement by the Contractor; or
- 7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. Indemnification. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and

hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. FORCE MAJEURE CLAUSE: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

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

11. Compliance with Laws. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. Safety and Security. Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Workers' Compensation. Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced

observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. Disputes: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. Confidentiality. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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

27. Drug-Free/Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. Conflict of Interest. Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section

1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

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

Contractor's Initials Here:



INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("Infectious Disease"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("PPE") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

2.1.1. It occurred after the date the Parties entered into this Agreement;

2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).
5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☐ Limited Liability Company ☒ Other: Non Profit

Employer Identification and/or SSN#: 06-1780217

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

120-6127-0-5830-00-0001-1000-000000-009-
0275

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

Requesting Administrator	Contractor:
Mountain View Whisman School District	Contractor Name: <u>Schmahl Science Workshops</u>
Dated: <u>12/6</u> , 20 <u>23</u>	Dated: <u>12/1</u> , 20 <u>23</u>
Signature: <u>T. W. Kemper</u>	Signature: <u>[Signature]</u>
Print Name: <u>Terri W. Kemper</u>	Print Name: <u>Ellen Hilbrich</u>
Print Title: <u>Director, Preschool Programs</u>	Print Title: <u>COO</u>

APPROVAL	
Authorized Signer	Superintendent/Designee
Dated: _____, 20____	Dated: _____, 20____
Signature: _____	Signature: _____
Print Name: <u>Cathy Baur</u>	Print Name: <u>Dr. Ayindé Rudolph</u>
Print Title: <u>Chief Academic Officer</u>	Print Title: <u>Superintendent</u>

Board of Trustees Action (District Office Use Only)			
Board of Trustees Meeting Date: _____	For Contract: _____	Review _____	Ratification _____

Fwd: Schmal Science Workshops onsite

2 messages

Imelda Barragan <ibarragan@mvwsd.org>
To: Mariana Velasco <mavelasco@mvwsd.org>

Thu, Dec 7, 2023 at 8:11 AM

----- Forwarded message -----

From: Imelda Barragan <ibarragan@mvwsd.org>

Date: Wed, Dec 6, 2023 at 8:15AM

Subject: Schmal Science Workshops onsite

To: Sonia Giri <sogiri@mvwsd.org>, Olga Redko <oredko@mvwsd.org>, Arti Karandikar <akarandikar@mvwsd.org>, Diana Zapata <dzapata@mvwsd.org>, Leila Entezari <lentezari@mvwsd.org>, Monica Canas <mcanas@mvwsd.org>, Narinder Pabla <npabla@mvwsd.org>, Guadalupe Carranza <gcarranza@mvwsd.org>

Cc: Terri Kemper <tkemper@mvwsd.org>

Hello teachers,

We are very fortunate to have Schmal Science at our sites this school year. They will come 3 times to each of our sites and present 3 different topics. I will send an evite to you and your teammates and will add the workshops to the calendar.

The workshops are about 30 min each. The trainers will present the topic at large group time and give children an opportunity for hands on exploration after. They are very age appropriate and engaging with students.

The topics for our workshops will be:

Magnetic Magic

Kapla Block Engineering: Students learn about forces, center of gravity and the importance of a wide-base in this hands-on game of super sized Jenga. Kapla blocks are used to explore design options that promote stability and further emphasize forces at work.

Whales: We will bring whales to life with hands-on projects like using tuning forks and water bags to understand echolocation; and looking at bubbles and vortices using tornado tubes to understand how whales eat using their baleen.

Please let me know if you have any questions. I will look up the description for the magnet workshop and get back to you.

--

Imelda Barragan
TOSA In Charge of Family Outreach
650-526-3500 ext. 2004

Latham and Theuerkauf 2023-24

School	# classrooms	# Workshops	Workshop Dates	Total # Workshops	Cost per Workshop	Total per School
Latham	5	3	3/13, 4/3, 4/17	15	\$175.00	\$2,625.00
Theuerkauf	5	3	3/27, 4/15, 5/22	15	\$175.00	\$2,625.00
	10			30		\$5,250.00

FIRST AMENDMENT TO
CONTRACT

[January 11, 2024]

THIS AMENDMENT is made by and between the Mountain View Whisman School District, a California public school district ("District") and School Bus Logistics, LLC ("Consultant/Contractor"). District and Consultant/Contractor may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, District and Consultant/Contractor entered into the Contract, dated [February 15, 2023] (the "Contract"); and

WHEREAS, as of the Effective Date [January 11, 2024] the Parties mutually intend to amend the terms of the Contract to effectuate the intentions of the Parties set forth herein this Amendment;

NOW THEREFORE, for the valuable consideration, receipt of which is hereby acknowledged, District and Consultant/Contractor agree to amend the Contract as follows:

AMENDMENT

1. Defined Terms. Except as may be defined herein this Amendment, capitalized terms shall have the meaning prescribed to them in the Contract.
1. Contract Term. The Term of the Contract is extended to November 16, 2023.
2. Revision. School Bus Logistics, LLC provided another Board report and presentation for a total of \$2,100.00.
3. Budget code. Program 600.
4. Miscellaneous. This Amendment may be executed in any number of counterparts all of which when taken together shall constitute one and the same document. Except as expressly modified by this Amendment, all other terms and provisions of the Contract are in full force and effect. This Amendment shall be governed and construed in accordance with the laws of the State of California.

The Parties hereto have executed this Amendment as of the last date set forth below ("Effective Date").

ACCEPTED AND AGREED:

Dated: _____, 2022

Dated: 12-15-23, 2022

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

CONSULTANT/CONTRACTOR

By: _____

By: ROBERT JACOBUS

Print Name: _____

Print Name: ROBERT JACOBUS

Print Title: _____

Print Title: FOUNDER + CEO

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: California State Preschool Annual Self Evaluation Report

Estimated Time:

Person Responsible:

Terri Kemper
Preschool Director

Background:

Staff is providing the Board of Trustees a report on the findings of 2022-23 California State Preschool Self Evaluation.

The California Department of Education (CDE) requires an annual self-evaluation, due on June 1st at the end of each school year. This report outlines the findings from the self-evaluation process conducted at the end of the 2022-23 school year and does not include any analysis of the preschool program in 2023-24. Staff uses the self-evaluation process to make adjustments to the preschool program as needed to ensure that learning is maximized for all students. This process aligns with the District's Strategic Plan Goal Area 1: Academic Excellence.

Fiscal Implication:

None

Recommended Action:

None

ATTACHMENTS:

Description	Type	Upload Date
California State Preschool Annual Self Evaluation Report	Backup Material	1/3/2024
Preschool Parent Survey	Backup Material	1/3/2024
Preschool Parent Survey Spanish	Backup Material	1/3/2024
Preschool Parent Survey: Full Day and Summer School	Backup Material	1/3/2024
Preschool Aftercare Survey 2023-24	Backup Material	1/3/2024

California State Preschool Program (CSPP)
Program Self-Evaluation
2022-23

Report to the Board of Trustees

CSPP Self-Evaluation Process

The California Department of Education (CDE) requires an annual self-evaluation, due on June 1st at the end of each school year. The 2022-23 yearly self-evaluation process included the collection, analysis, and integration of data from the following:

- Program Review Instrument & Program Narrative
- Desired Results Parent Survey
- Age Appropriate Environment Rating Scales (ERS)
- Desired Results Developmental Profile and DRDP Online/Data Reports

This report outlines the findings from the self-evaluation process conducted at the end of the 2022-23 school year and does not include any analysis of the preschool program in 2023-24. This process aligns with the District's Strategic Plan Goal Area 1: Academic Excellence. Staff uses the self-evaluation process to make adjustments to the preschool program as needed to ensure that learning is maximized for all students.

Program Review Instrument

The Program Review Instrument is comprised of 20 state-funded preschool and childcare program compliance standards. Assessors also use the Program Review Instrument during State or Federal Program Monitoring. A *Program Review Instrument Summary of Findings* report is used to identify and detail action plans in areas of non-compliance. The tool includes the provider's plans of action for areas of non-compliance.

The state standards for CSPP include:

- Parent involvement, family eligibility, and enrollment
- Attendance recording and reporting
- Student assessment
- State licensure, staff education, and staff-child ratios
- Indoor and outdoor environments
- Nutrition, health and social services

The preschool program met all 20 standards in 2022-23. Since there were no areas of deficiency, action plans were to maintain all systems used at the classroom and administrative levels to ensure compliance. Our systems include checklists, logs, tracking forms, and calendared reporting dates to allow classroom staff and the director to monitor program requirements continuously throughout the school year. Based on staff feedback, the results of annual Program Self-Evaluations, and Compliance Monitoring Reviews, adjustments and improvements are made to our systems to eliminate redundancy, maximize efficiency, and address gaps in compliance.

Desired Results Parent Survey

The Desired Results Parent Survey assesses parent satisfaction with the preschool program. The CDE developed the survey questions, and a few questions have been added to the survey by the preschool program to clarify some parent responses. Data is collected and reviewed by preschool staff. Each teacher generates a classroom-level Summary of Findings to detail action plans and goals that address challenges and support program strengths. The Director completes a program-level *Desired Results Parent Survey Summary of Findings*.

In 2022-23, paper surveys were given to all enrolled families (118). We received 117 survey responses. Of the 117 surveys received, 100% of parents indicated they were either “satisfied” or “very satisfied” with the preschool program.

The vast majority of parents did not write comments on their surveys. However, those that did include positive comments about the staff and appreciation for what their child was learning while attending the preschool (social skills, language, following routines, independence). A few (4) parents also commented on areas where they wanted to see change, including longer school hours and meals with less sugar.

In addition to educational services, 39 (33%) part-day and 51 (43.5%) full-day parents indicated that our program allowed them to accept and/or keep a job. Several parents did not respond to the following questions: *Do you feel that your child is safe in the program? Do you feel that your child is happy in the program?* While 99% noted that they felt their child was safe, one parent left the question blank. Out of the 117 surveys received, one parent answered “No,” and 12 parents did not answer whether they felt their child was happy in the program.

Our staff will continue improving program data collection and review to maintain a program where parents and students are happy, feel safe, and learn critical foundational skills. The goal is to engage teachers and instructional assistants as we pivot to meet the needs of our changing demographics. With TK expansion and the social-emotional impact of COVID, our student population is getting younger and experiencing more mental health and developmental challenges.

Our action plan was the following in response to parent comments about longer school hours and no responses to some questions.

- **Longer Program Hours:** We are still assessing the sustainability of the preschool program in light of declining enrollment and greater competition for facility space due to TK expansion. We will consider ways to increase program hours as we continue to track preschool and TK enrollment, facilities funding, district long-term growth plans, and legislative changes to CSPP funding. We will also distribute surveys during enrollment appointments, asking parents about their needs for hours of education and care. This will help us better understand the number of parents desiring program hours beyond 3:00 pm. Staff will also be surveyed to determine their preferences for the program. Since any changes to program hours or extending days of service could impact our ability to retain

well-qualified staff, it is essential to find solutions that meet both parent needs and program resources.

- **Parent Survey Responses:** In the past, we distributed Parent Surveys at the end of the school year. We needed more time to make and implement improvement plans impacting survey respondents' experiences. We changed our practice to distribute surveys in December. However, December now coincides with a large influx of new families who may have only been enrolled in the program for a few days or weeks before receiving the survey. This may make them hesitant to respond when they haven't had time to acclimate to the program. We will continue to track this trend, and if it persists into the next school year, we will consider adjustments to the survey distribution time or add clarifying questions.

Early Childhood Environment Rating Scale (ECERS)

ECERS is an assessment of preschool classrooms and outdoor environments. ECERS is used during the annual self-evaluation and is a significant component of the Quality Rating and Improvement System (QRIS). Programs receive a QRIS Tier rating from an independent assessor and are awarded annual grants based on that rating.

An *ECERS Summary of Findings* report details action plans and goals that address challenges and maintain program strengths. Summaries of findings are completed at both the classroom and program levels. ECERS scores are on a scale of 1.0 to 7.0. include subscale scores for each classroom and site and program averages in the following areas:

- Space & Furnishings
- Personal Care
- Language-Reasoning
- Activities
- Interactions
- Program Structure
- Parents and Staff

Subscale scores at or below 5.0 require plans of action for improvement. During the 2022-23 school year, all classroom and site average subscales met standards and, in most areas, exceeded the previous year's scores. There were no subscales at 5.0 or below. Program-wide strengths included Language-Reasoning and Interactions, which were 7.0 in all classrooms. Concentrated coaching and support in areas and classrooms with lower scores last year led to an improvement across all subscales. To better serve our preschool students, we planned to change our practice to complete ECERS assessments in all classrooms in the fall (October to December) of each school year instead of the spring. We wanted to identify classroom needs and staff training and support earlier in the school year.

Desired Results Developmental Profile (DRDP)

DRDP is a state-mandated developmental assessment for students in early education programs aligned with the CDE's Preschool Learning Foundations (early education

standards). It is administered two times per year (fall and spring). With the *DRDP Essential View*, students are rated in 6 domains across 29 measures using a portfolio that includes observational notes, photos, work samples, and parent input. A *DRDP Summary of Findings* report is used to develop action plans and goals that analyze data and establish student learning goals.

2022-23 program data was analyzed with a comparison of the percentage of children scoring at “Exploring” versus the percentage of children rated in the two highest levels of development, “Building Later” and “Integrating Earlier.” “Exploring” encompasses three of the lower developmental areas of the DRDP, *Exploring Earlier*, *Exploring Middle*, and *Exploring Later*, and are typical of children three years old. *Building Later* and *Integrating Earlier* are developmental levels appropriate for children turning five. Though many children do not turn five before they leave preschool, we work to get as many kindergarten-bound students to Building Later/Integrating Earlier as possible.

Between *Exploring* and *Building Later/Integrating Earlier* are *Building Earlier* and *Building Middle*. Ideally, most of our students who start the school year as three-year-olds are firmly rooted in *Building Earlier/Building Middle* by spring, as these levels of development are appropriate for four-year-olds.

For every student, regardless of age, our goal is to foster the growth of at least one or two developmental levels in each measure of the DRDP. *Responding Earlier* and *Responding Later* are the lowest ratings on the developmental continuum of the DRDP. Very few students fall into these areas during their time at preschool, and ratings at these levels can indicate a need for referral and/or specialized support. The widely varying developmental needs of the students in our program due to multiple age cohorts require a lot of time and attention from classroom staff on observation, assessment, and differentiated instruction.

Preschool staff examined whole group and age cohort data to conceptualize the varying needs better. Three-year-olds are defined as children who had their third birthday by December 1st of the school year. Three-year-olds who become eligible for preschool on their third birthday after December 1st were not included in the Summary of Findings report data as they generally make up less than 1% of our overall student population, receive less than five months of preschool on their date of entry (January - March), and are significantly less developmentally mature than their classroom peers. Four-year-olds are defined as children who had their fourth birthday by December 1st of the current school year. Three and four-year-old cohort definitions follow those the CDE uses for state preschool-age eligibility.

Fall Assessment Data

There were 128 children enrolled during the Fall assessment period that met the age criteria established above (76 4yrs/52 3yrs).

Whole group data showed the following in *Social and Emotional Development*:

DRDP Measure	Responding	Exploring	Building Earlier/Middle	Building Later/Integrating Earlier
SED2: Social & emotional understanding	2%	13%	74%	11%
SED3: Relationships & social interactions w/familiar adults	1%	30%	59%	10%
SED4: Relationships & social interactions w/peers	1%	15%	66%	18%

These are the only three measures in the Social and Emotional domain of the DRDP Essential View available to all students. Socio-emotional learning is a foundational part of our curriculum, so all measures were included as focus areas.

The Fall 2022 assessment period whole group data indicated the following as three of the lowest areas at Building Later/Integrating Earlier and our areas of focus this year in Language and Literacy Development:

DRDP Measure	Responding	Exploring	Building Earlier/Middle	Building Later/Integrating Earlier
LLD4: Reciprocal communication & conversation	0%	31%	52%	17%
LLD6: Comprehension of age-appropriate text	0% <i>**2% not rated</i>	34%	55%	11%

LLD8: Phonological awareness	0%	18%	79%	3%
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Children were strongest in the area of Emergent Writing (LLD10). In LLD10, 33% of children were rated at Building Later/Integrating Earlier, 49% at Building Earlier/Middle, and 18% at Exploring.

The Fall 2022 assessment period whole group data indicated the following as the three lowest areas at Building Later/Integrating Earlier and our areas of focus this year in Cognition (Including Math & Science):

DRDP Measure	Responding	Exploring	Building Earlier/Middle	Building Later/Integrating Earlier
COG2: Classification	0%	5%	86%	9%
COG5: Measurement	0%	20%	66%	14%
COG7: Shapes	0%	18%	67%	15%

Children were strongest in Number Sense of Quantity (COG3). In COG3, 25% of children rated at Building Later/Integrating Earlier, 57% at Building Earlier/Middle, and 17% at Exploring.

All nine of the above Social & Emotional, Language & Literacy, and Cognition measures, disaggregated by age-cohort, are:

DRDP Measure	3-Year-Old Cohort Building Later/Integrating Earlier	4-Year-Old Cohort Building Later/Integrating Earlier
SED2: Social & emotional understanding	6%	16%
SED3: Relationships & social interactions w/familiar adults	11%	9%
SED4: Relationships & social interactions w/peers	7%	24%

LLD4: Reciprocal communication & conversation	8%	24%
LLD6: Comprehension of age-appropriate text	6%	13%
LLD8: Phonological awareness	0%	4%
COG2: Classification	8%	12%
COG5: Measurement	6%	20%
COG7: Shapes	12%	16%

Far fewer three-year-olds are expected to be rated at Building Later/Integrating Earlier as these are levels of development typical for children who are five years old or about to enter kindergarten.

For 2021-22, our goals were for a 25 - 35% increase of all students rated at Building Later/Integrating Earlier by the spring assessment period for targeted LLD1, LLD3, LLD4, and LLD6. For COG2, COG3, COG4, COG6, and COG7, we set goals for a 25 - 35% increase of all students rated at Building Later/Integrating Earlier by the spring assessment period. No goals were set for SED measures.

As TK expands through 2025-26, we anticipate enrolling fewer four-year-olds and eventually having classrooms primarily composed of three-year-olds. We want to examine more closely the differences in the data between both cohorts and begin to adjust our curriculum and instruction to better meet our younger students' needs. For 2022-23, we set goals for each age cohort for a more accurate and appropriate representation of our developmental expectations for each age group.

Fall 2022 Goals & Action Plans for SED, LLD & COG

All students will move up at least one or two developmental levels in all SED, LLD, and COG areas by the Spring 2023 DRDP assessment period. Moreover, 50% or more of four-year-olds will reach Building Later/Integrating Earlier in the areas of focus detailed. The total number of four-year-olds in Building Earlier/Middle and Building Later/Integrating combined will be 90%, meaning the vast majority of four-year-olds will be at developmentally appropriate levels of learning, whether they are kindergarten-bound or primed for an additional year of preschool (preschool or TK, depending on their birthdate).

For three-year-olds, 25% or more will reach Building Later/Integrating Earlier. This percentage reflects higher ratings than received by four-year-olds in the fall and would, ideally, bolster the foundational learning of our three-year-olds as they return for a second year of preschool or move to TK the following year. The total number of three-year-olds in Building Earlier/Middle and Building Later/Integrating Earlier will be 80%, indicating that most three-year-olds have moved beyond the Exploring levels of

development, with some moving into mastery of four year old skills, better prepared to master the skills needed before kindergarten entry during the subsequent school year (preschool or TK, depending on their birthdate and parent preference).

Social and Emotional Development

Teachers will use CSEFEL strategies such as the Solution Kit, Classroom Expectations, and Calming Corner to develop self-regulation and conflict-resolution skills. Teachers will provide daily small group activities and opportunities for adult-facilitated turn-taking and sharing. Specific strategies are addressed in classroom-level Summaries of Findings. Teachers will also engage families by sharing individual socio-emotional goals and suggesting ways to support students at home through monthly newsletters, parent-teacher conferences, parenting classes, and Ready Rosie videos.

Classroom staff will receive in-house professional development and coaching on supporting children with behavioral and special needs. New staff will receive CA Teaching Pyramid training.

Language and Literacy Development

Teachers will use the Preschool Learning Foundations and Frameworks, the OWL curriculum, More Than Letters, and online resources to differentiate and incorporate developmentally appropriate and progressively challenging LLD activities in their lesson plans. The Director and teachers will meet several times throughout the school year to discuss program focus goals, analyze new assessment data, determine curriculum changes, and devise interventions for students with greater needs. Specific strategies are addressed in classroom-level Summaries of Findings.

Teachers will also engage parents by sharing classroom literacy learning objectives and ways to support students at home through monthly newsletters, parent-teacher conferences, parenting classes, and ReadyRosie videos. Teachers will also encourage parents to read to their children regularly by sending home Raising a Reader book bags every other week. The preschool program will provide language and literacy workshops for the parents of children struggling to progress during the school year.

Cognition (Including Math & Science)

Teachers will use the Preschool Learning Foundations & Frameworks, the OWL curriculum, More Than Numbers, More Than Magnets, and online resources to differentiate and incorporate developmentally appropriate and progressively challenging COG activities in their lesson plans. Specific strategies are addressed in classroom-level Summaries of Findings.

Teachers will also inform parents of math learning objectives and ways to support students at home through monthly newsletters, parent-teacher conferences, parenting classes, and ReadyRosie videos. The preschool program will provide parent workshops on practical mathematics at home.

Action plans for student growth were implemented through the remainder of the 2022-23 school year to support student growth and kindergarten readiness. Classroom staff was responsible for instruction, monitoring ongoing assessments, and modifying lesson plans. The preschool director provided teaching staff professional development, curriculum, and lesson planning support. Though progress on learning goals was assessed at the end of the Spring 2023 rating period (4/30/2023) for most students, staff continued to facilitate learning in all areas through the end of the school year.

Spring 2023 Update

By the Spring assessment period, there were 141 children (75 4 yrs/66 3 yrs). The goals were:

- 50% or more of four-year-olds will reach Building Later/Integrating Earlier.
- the total number of four-year-olds in Building Earlier/Middle and Building Later/Integrating combined will be 90%

Goals for four-year-olds were exceeded except for LLD. The overall 90% goal for LLD4 and the 50% goals for LLD6 and LLD8 to reach Building Later/Integrating Earlier were not met. The most significant shortfall (11%) was for LLD8 Phonological Awareness.

Four-Year-Old Cohort

DRDP Measure	<u>Fall 2022</u> Total Students in both categories	<u>Spr 2023</u> Building Earlier & Building Middle	<u>Spring 2023</u> Building Later & Integrating Earlier	<u>Spring 2023</u> Total Students in both categories
SED2: Social & emotional understanding	91%	40%	53%	93%
SED3: Relationships & social interactions w/familiar adults	75%	40%	54%	94%
SED4: Relationships & social interactions w/peers	89%	31%	67%	91%
LLD4: Reciprocal communication & conversation	78%	34%	55%	89%
LLD6: Comprehension of age-appropriate text	71%	45%	47%	92%

LLD8: Phonological awareness	80%	60%	39%	99%
COG2: Classification	87%	38%	62%	100%
COG5: Measurement	67%	28%	71%	99%
COG7: Shapes	69%	47%	53%	100%

The goals for three-year-olds were:

- 25% or more will reach Building Later/Integrating Earlier
- the total number of three-year-olds in Building Earlier/Middle and Building Later/Integrating Earlier will be 80%

Goals for three-year-olds were exceeded except for one goal in SSD and one in LLD. The overall 80% goal for SED3 to reach Building Later/Integrating Earlier was not met and fell short by 6%. The most significant shortfall (9%), consistent with the greatest challenge for four-year-olds, was for LLD8 Phonological Awareness.

Three-Year-Old Cohort

DRDP Measure	<u>Fall 2022</u> Total Students in both categories	<u>Spr 2023</u> Building Earlier & Building Middle	<u>Spring 2023</u> Building Later & Integrating Earlier	<u>Spring 2023</u> Total Students in both categories
SED2: Social & emotional understanding	79%	51%	32%	83%
SED3: Relationships & social interactions w/familiar adults	61%	47%	27%	74%
SED4: Relationships & social interactions w/peers	77%	59%	29%	88%
LLD4:	56%	59%	25%	84%

Reciprocal communication & conversation				
LLD6: Comprehension of age-appropriate text	56%	56%	26%	82%
LLD8: Phonological awareness	77%	74%	16%	90%
COG2: Classification	90%	66%	32%	98%
COG5: Measurement	71%	55%	31%	86%
COG7: Shapes	77%	65%	30%	95%

For 2023-24, teachers and IAs will receive focused in-house coaching on differentiation to support all their students at varying levels of ability. Targeted observation during small group time and feedback will be provided to teachers and IA's to build skills in identifying student strengths, needs, and ways to scaffold during instruction and plan activities to bolster students at the lowest levels. The area of greatest focus will be Language and Literacy Development, particularly in Phonological Awareness.

We will also explore new developmentally appropriate curriculums aligned with the Preschool Learning Foundations to meet the needs of the decreasing age of our preschool population.

Preschool Program Next Steps

The next Program Self-Evaluation for 2023-24 is due June 1st, 2023. QRIS re-rating for Latham Preschool is scheduled for Spring 2024. Theuerkauf was re-rated in Spring 2023 and received the highest rating, Tier 5. Sites rated at Tiers 4 and 5 are re-assessed every five years.

We will continue to explore the feasibility of providing more full-day classes and sessions that extend beyond 3:00 pm.

We will explore and pilot new developmentally appropriate curriculums aligned with the Preschool Learning Foundations to meet the needs of the decreasing age of our preschool population. This work will be done for both preschool and Transitional Kindergarten to ensure that students have a continuous experience that prepares them

for Kindergarten. Staff will also receive in-house professional development and coaching to improve student outcomes in Social-Emotional Learning and Language/Literacy Development.

Desired Results for Children and Families _ Parent Survey

This survey asks for your feedback about the child care and development program your child attends. The California Department of Education is very interested in how the program helps you to support your child's learning and development and meet your family's needs. Your responses will be completely confidential and will help us to improve the services provided to you. If you have more than one child who attends this program, please answer the following questions about your *youngest* child in the program.

1. How satisfied are you with the overall quality of this program?

Very Satisfied ☐

Satisfied ☐

Not Satisfied ☐

2. Do you feel that

Yes **No**

A. Your child is safe in this program? ☐ ☐

B. Your child is happy in this program? ☐ ☐

3. Have you received information from the program about the following?

Yes **No**

A. How children develop at different ages (e.g., walk, talk, etc.) ☐ ☐

B. How your child is growing and developing ☐ ☐

C. How your child is doing in the program ☐ ☐

D. Schedule of daily activities ☐ ☐

E. What you can do to help your child learn and develop ☐ ☐

F. Parenting skills ☐ ☐

G. How to find other services in the community (e.g., employment and training opportunities, parenting classes, health care) ☐ ☐

H. Where to report health or safety concerns and complaints ☐ ☐

I. Experience and training of program staff ☐ ☐

J. Discipline procedures ☐ ☐

K. How you can get involved with your child's program ☐ ☐

4. Would you like more information about any topics related to your child's care and development?

Yes ☐ (please specify topics: _____)

No ☐

*Thank you for taking the time to complete this survey. This information
will be used to help improve the services provided to you.*

5. Has your child's enrollment in this program made it easier for you to:

	Yes	No	Not Applicable
A. Accept a job?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B. Keep a job?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
C. Accept a better job?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
D. Attend education or training?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

6. How satisfied are you with these characteristics of your child's program?

	Very Satisfied	Satisfied	Not Satisfied
A. Hours of operation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B. Location of program	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
C. Number of adults working with children	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
D. Background and experience of staff	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
E. Languages spoken by staff	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
F. How program staff communicate with you	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
G. Meeting the individual needs of your child	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
H. Interaction between staff and children	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I. Interaction with other parents	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
J. Parent involvement	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
K. Equipment and materials	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
L. Cultural activities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
M. Daily activities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
N. Environment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
O. Nutrition	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
P. Health and safety policies and procedures	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q. How the program promotes your child's learning and development	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

7. Is there anything else you would like to say about how this program meets your family's needs?

8. Do you have any suggestions about how this program could be improved?

9. If you answered "Not Satisfied" to any of the questions, please explain so that we have a better understanding of your concerns.

*Thank you for taking the time to complete this survey. This information
will be used to help improve the services provided to you.*

Encuesta – Resultados Esperados en los Niños y Familias

El propósito de esta encuesta es conocer su opinión sobre el programa de desarrollo y cuidado infantil al cual asiste su hijo(a). El Departamento de Educación del Estado de California tiene mucho interés en saber cómo este programa ha ayudado al desarrollo y aprendizaje de su hijo(a), y cómo ha contribuido a resolver las necesidades de su familia. Sus respuestas serán completamente confidenciales y nos ayudarán a mejorar los servicios que le brindamos. Si tiene más de un hijo(a) asistiendo al programa, por favor conteste las siguientes preguntas con la información de su hijo(a) más pequeño.

1. ¿Cómo definiría el grado de satisfacción con el programa?

Muy Satisfecho ☐

Satisfecho ☐

Nada ☐

2. ¿Está Ud. seguro que


	Sí	No
A. su hijo(a) está bien cuidado en este programa?	<input type="radio"/>	<input type="radio"/>
B. su hijo(a) está feliz asistiendo a este programa?	<input type="radio"/>	<input type="radio"/>

3. ¿Ha Ud. recibido la siguiente información en el programa?:

	Sí	No
A. Cómo es el desarrollo del niño(a) a ciertas edades (por ejemplo: caminar, hablar, etc.)	<input type="radio"/>	<input type="radio"/>
B. Cómo está creciendo y desarrollándose su hijo(a)	<input type="radio"/>	<input type="radio"/>
C. Cómo se desenvuelve su hijo(a) en el programa	<input type="radio"/>	<input type="radio"/>
D. Horario de las actividades diarias	<input type="radio"/>	<input type="radio"/>
E. Cómo puede Ud. contribuir al desarrollo y aprendizaje de su hijo(a)	<input type="radio"/>	<input type="radio"/>
F. Consejos para padres de familia	<input type="radio"/>	<input type="radio"/>
G. Cómo encontrar otros servicios en la comunidad (por ejemplo, oportunidades de capacitación, trabajo, clases para padres de familia, cuidado de la salud)	<input type="radio"/>	<input type="radio"/>
H. Dónde obtener información para resolver las dudas sobre salud y normas de seguridad	<input type="radio"/>	<input type="radio"/>
I. Información acerca de la experiencia y capacitación del personal del programa	<input type="radio"/>	<input type="radio"/>
J. Procedimientos de disciplina	<input type="radio"/>	<input type="radio"/>
K. Cómo puede Ud. involucrarse en el programa infantil	<input type="radio"/>	<input type="radio"/>

4. ¿Desea Ud. que este programa le brinde más información acerca de cualquier asunto relacionado con el cuidado y desarrollo de sus hijos(as)?

Gracias por haber contestado completamente esta encuesta. Esta información nos será muy útil para mejorar los servicios proporcionados a Ud.

Sí  (por favor
especifique: _____)

No 

5. ¿Este programa le ha permitido:

	Sí	No	No Aplicable
A. ¿Aceptar un trabajo?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. ¿Permanecer en su trabajo?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. ¿Aceptar un mejor trabajo?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. ¿Asistir a programas de educación o capacitación	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. ¿Qué tan satisfecho está Ud. con las siguientes características del programa infantil?

	Muy Satisfecho	Satisfecho	Nada Satisfecho
A. Horas de funcionamiento	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Ubicación	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Número de adultos trabajando con los niños(as)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Formación y experiencia del personal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Idiomas que habla el personal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Cómo el personal se comunica con Ud.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Cómo el programa satisface las necesidades individuales de su niño(a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. La interacción del personal con los niños(as)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Interacción con otros padres	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. Participación de los padres	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K. Material didáctico y equipos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
L. Actividades culturales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. Actividades diarias	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N. Medio ambiente	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
O. Nutrición	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P. Salud y normas de seguridad	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q. Cómo el programa favorece el aprendizaje y desarrollo de los niño(as)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7. ¿Hay algo que a Ud. le gustaría agregar con respecto a cómo el programa le ha ayudado a satisfacer las necesidades de su familia?

8. ¿Tiene alguna sugerencia para mejorar el funcionamiento de este programa infantil?

9. Si respondió “No satisfecho” a alguna de las preguntas, explíquelo para que comprendamos mejor sus inquietudes.

Full-day & Summer School Survey

Thank you for sharing your interests and needs in helping us to make decisions about future preschool programming.

How old is your child?

- ☐ My child is 3 years old.
- ☐ My child is 4 years old.

Current Enrollment

- ☐ I am enrolling my child at Latham Preschool in a part-day (3 hr) session.
- ☐ I am enrolling my child at Latham Preschool in a full-day (7 hr) session.
- ☐ I am enrolling my child at Theuerkauf Preschool in a part-day (3 hr) session.
- ☐ I am enrolling my child at Theuerkauf Preschool in a full-day (7 hr) session.

After-school Care

Our current full-day preschool hours are 8 am to 3 pm. Would you be interested in enrolling your child in afterschool care if it became available at preschool ***for an additional fee?***

- ☐ No, I'm not interested in after-school care for my preschool child.
- ☐ Yes, I would be interested in after-school care from 3 - 5 pm.
- ☐ Yes, I would be interested in after-school care, but only if it were provided at no additional cost.

Our current school year ends on May 31st and we close for holiday breaks. Would you be interested in enrolling your child in a part-day or full-day summer session?

- ☐ No, I am not interested in a summer session.
- ☐ Yes, I would be interested in a 4-week summer session (ex. June 10th - July 5th).
- ☐ Yes, I would be interested in a 5-week summer session (ex. June 10th - July 12th).
- ☐ Yes, I would be interested in preschool services during school breaks (December Break, Spring break, etc).

Encuesta de Día completo y Escuela de Verano

Gracias por compartir sus intereses y necesidades para ayudarnos a tomar decisiones sobre la futura programación preescolar.

¿Cuántos años tiene su niño?

- ☐ Mi hijo tiene 3 años.
- ☐ Mi hijo tiene 4 años.

Inscripción actual

- ☐ Estoy inscribiendo a mi hijo en el Preescolar Latham en el turno de medio día (3 horas).
- ☐ Estoy inscribiendo a mi hijo en el Preescolar Latham en el turno de día completo (7 horas).
- ☐ Estoy inscribiendo a mi hijo en el Preescolar Theuerkauf en turno de medio día (3 horas).
- ☐ Estoy inscribiendo a mi hijo en el Preescolar Theuerkauf en el turno de día completo (7 horas).

Cuidado después de la escuela

Nuestro horario preescolar actual de día completo es de 8 am a 3 pm. ¿Estaría interesado en inscribir a su hijo en cuidado después de la escuela si estuviera disponible en el preescolar **por una tarifa adicional**?

- ☐ No, no estoy interesado en el cuidado después de la escuela para mi hijo en edad preescolar.
- ☐ Sí, me interesaría recibir cuidado después de la escuela de 3 a 5 pm.
- ☐ Sí, me interesaría el cuidado después de la escuela, pero solo si fuera proporcionado sin costo adicional.

Nuestro año escolar actual termina el 31 de Mayo y cerramos por vacaciones. ¿Estaría interesado en inscribir a su hijo en la sesión de verano de medio día o de día completo?

- ☐ No, no me interesa una sesión de verano.
- ☐ Sí, me interesaría una sesión de verano de 4 semanas (por ejemplo, del 10 de Junio al 5 de Julio).
- ☐ Sí, me interesaría una sesión de verano de 5 semanas (por ejemplo, del 10 de Junio al 12 de Julio).
- ☐ Sí, estaría interesado en servicios preescolares durante las vacaciones escolares (Vacaciones de Diciembre, Vacaciones de Primavera, etc.).

MVWSD Preschool Program

2023-24

Afterschool Care Survey

- ☐ I am enrolling my child at Latham Preschool.
- ☐ I am enrolling my child at Theuerkauf Preschool.

Full-day preschool hours are 8 am to 3 pm. Would you be interested in enrolling your child in afterschool care if it became available at preschool ***for an additional fee?***

- ☐ No, I'm not interested in after-school care for my preschool child.
- ☐ Yes, I would be interested in after-school care from 3 - 5 pm.
- ☐ Yes, I would be interested in after-school care from 3 - 6 pm.
- ☐ Yes, I would be interested in after-school care, but only if it were provided at no additional cost.

Encuesta de cuidado después de la escuela

- ☐ Estoy inscribiendo a mi hijo en el Preescolar de Latham.
- ☐ Estoy inscribiendo a mi hijo en el Preescolar de Theuerkauf.

El horario de preescolar de día completo es de 8 am a 3 pm. ¿Estaría interesado en inscribir a su hijo en el cuidado después de la escuela si estuviera disponible en el preescolar ***por una tarifa adicional?***

- ☐ No, no estoy interesado en el cuidado de mi hijo en edad preescolar después de la escuela.
- ☐ Sí, estaría interesado en el cuidado después de la escuela de 3 a 5 pm.
- ☐ Sí, estaría interesado en el cuidado después de la escuela de 3 a 6 pm.
- ☐ Sí, estaría interesado en el cuidado después de la escuela, pero solo si se proporcionara sin costo adicional.

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: 2023-24 Board Meeting Calendar Date Change

Estimated Time:

Person Responsible: Dr. Ayindé Rudolph, Superintendent

Background:

The regular board meeting calendar for the 2023-24 school year is being revised. A request to change the April 4, 2024 meeting to April 18, 2024 has been submitted.

Fiscal Implication:

None.

Recommended Action:

It is recommended that the Board of Trustees approve the revised 2023-24 Board Meeting Calendar, changing the April 4, 2024 meeting to April 18, 2024, as presented.

ATTACHMENTS:

Description	Type	Upload Date
2023-24 Board of Trustee Meeting Calendar	Backup Material	12/28/2023

2023-2024

Board of Trustees Meeting Calendar

JULY

No scheduled meetings

AUGUST

August 17, 2023

SEPTEMBER

September 7, 2023
September 21, 2023

OCTOBER

October 5, 2023
October 19, 2023

NOVEMBER

November 2, 2023
November 16, 2023

DECEMBER

December 7, 2023

JANUARY

January 11, 2024
January 25, 2024

FEBRUARY

February 8, 2024
February 29, 2024

MARCH

March 14, 2024

APRIL

~~April 4, 2024~~
April 18, 2024

MAY

May 2, 2024
May 16, 2024

JUNE

June 6, 2024
June 20, 2024

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Approval of Payroll Report and Accounts Payable Warrant List for the Month of November 2023

Estimated Time:

Person Responsible:

Rebecca Westover, Ed.D., Chief Business Officer

Background:

In accordance with Education Code 42631, all payments from the various funds of a school district shall be made by written order of the governing board of the district.

Fiscal Implication:

The previous month's activities will reduce the available funds respective site/department budgets by \$14,153,671.92.

Recommended Action:

It is recommended that the Board of Trustees approve the Payroll Report and Accounts payable Warrant List, as submitted.

ATTACHMENTS:

Description	Type	Upload Date
Payroll Report and Accounts Payable Warrant List for November 2023	Backup Material	12/13/2023

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
ACCOUNTS PAYABLE WARRANT LIST
FOR THE MONTH OF NOVEMBER 2023

Warrant Number	Date	Name	Amount
29049719	11/1/2023	AMERICAN FIDELITY ASSURANCE CO	\$945.49
29049720	11/1/2023	CALIFORNIA TEACHERS	\$28,476.00
29049721	11/1/2023	COLONIAL LIFE	\$26,175.94
29049722	11/1/2023	STANDARD INSURANCE CO	\$3,593.16
29049723	11/1/2023	NEWPORT TRUST COMPANY	\$1,182.14
29049724	11/1/2023	NGO, RUBY	\$78.70
29049725	11/2/2023	ACHIEVE KIDS NPS	\$20,436.00
29049726	11/2/2023	ATKINSON ANDELSON LOYA	\$26,924.79
29049727	11/2/2023	BLAZERWORKS	\$29,887.75
29049728	11/2/2023	EFFECTIVE SCHOOL SOLUTIONS LLC	\$75,000.00
29049729	11/2/2023	NEW LIFE PHYSICAL THERAPY	\$51,000.00
29049730	11/2/2023	PINE HILL SCHOOL AND	\$6,464.00
29049731	11/2/2023	RO HEALTH INC	\$46,702.57
29049732	11/2/2023	ZSN SYSTEMS & SOLUTIONS LLC	\$11,879.00
29049733	11/2/2023	XEROX CORPORATION	\$14,305.31
29049734	11/2/2023	AG LINK INC	\$1,845.41
29049735	11/2/2023	BONAMI BAKING COMPANY INC	\$5,797.70
29049736	11/2/2023	CRYSTAL CREAMERY INC	\$3,225.13
29049737	11/2/2023	DANIELSEN COMPANY	\$4,907.98
29049738	11/2/2023	GOLD STAR FOODS INC	\$4,003.73
29049739	11/2/2023	IMPERIAL DADE WEST COAST	\$1,286.59
29049740	11/2/2023	PACIFIC RIM PRODUCE	\$596.00
29049741	11/2/2023	SYSCO- SAN FRANCISCO	\$8,702.31
29049742	11/2/2023	BLAZERWORKS	\$41,077.37
29049743	11/2/2023	CREATIVE LEARNING CENTER	\$27,040.00
29049744	11/2/2023	EDTHEORY LLC	\$600.00
29049745	11/2/2023	PACIFIC GAS AND ELECTRIC CO	\$30,607.19
29049746	11/3/2023	CARDUCCI & ASSOCIATES INC	\$35,812.50
29049747	11/3/2023	E.F. BRETT AND COMPANY INC	\$153,063.88
29049748	11/6/2023	ARNOLD, KATHRYN	\$382.00
29049749	11/6/2023	BLUE VIOLET ENERGY HEALING LLC	\$10,500.00
29049750	11/6/2023	BRISCOE IVESTER & BAZEL LLP	\$3,850.00
29049751	11/6/2023	CHERN, CORY	\$382.00
29049752	11/6/2023	DANNIS WOLIVER KELLEY	\$16,287.59
29049753	11/6/2023	FRIAUF, ANN	\$382.00
29049754	11/6/2023	JOFFE EMERGENCY SERVICES	\$5,000.00
29049755	11/6/2023	K-12 LEADERSHIP MATTERS	\$5,000.00
29049756	11/6/2023	KUMZAK, LAUREN	\$382.00
29049757	11/6/2023	MEYER, JERRI-ANN	\$191.00
29049758	11/6/2023	MRC	\$598.68
29049759	11/6/2023	SCHUMAN, AARON	\$191.00
29049760	11/6/2023	WOODBERRY ASSOCIATES LLC	\$15,000.00
29049761	11/6/2023	AIR PRODUCTS GROUP INC	\$9,994.28
29049762	11/6/2023	BOGDANIC, PRISCILA	\$38.28
29049763	11/6/2023	DURHAM SCHOOL SERVICES LP	\$1,593.25

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
ACCOUNTS PAYABLE WARRANT LIST
FOR THE MONTH OF NOVEMBER 2023

Warrant Number	Date	Name	Amount
29049764	11/6/2023	ENVIRONMENTAL SYSTEMS INC	\$4,118.31
29049765	11/6/2023	GRANICUS	\$5,296.50
29049766	11/6/2023	JACK SCHREDER & ASSOCIATES INC	\$1,017.50
29049767	11/6/2023	MOUNTAIN VIEW CENTER	\$930.00
29049768	11/6/2023	O'MALLEY, KATE	\$3,150.00
29049769	11/6/2023	ONE WORKPLACE L FERRARI	\$8,080.76
29049770	11/6/2023	PLANET ORANGE	\$304.00
29049771	11/6/2023	PLAYWORKS EDUCATION ENERGIZED	\$7,500.00
29049772	11/6/2023	SCHOOL BUS LOGISTICS LLC	\$13,702.50
29049773	11/6/2023	SOUTHWEST SCHOOL & OFFICE	\$17.43
29049774	11/8/2023	CIS INC	\$2,250.00
29049775	11/8/2023	MOUNTAIN VIEW OWNERS LLC	\$253,473.14
29049776	11/8/2023	KAISER FOUNDATION	\$468,717.61
29049777	11/8/2023	UHS PREMIUM BILLING	\$338,265.75
29049778	11/13/2023	79WARE LLC	\$500.00
29049779	11/13/2023	AT&T MOBILITY	\$577.43
29049780	11/13/2023	BARRON, MARILY	\$650.00
29049781	11/13/2023	CIS INC	\$1,000.00
29049782	11/13/2023	DEMCO	\$42.45
29049783	11/13/2023	HEANEY VIOLINS	\$306.84
29049784	11/13/2023	MRC	\$335.75
29049785	11/13/2023	RHYTHM & MOVES INC	\$91,568.00
29049786	11/13/2023	SAN FRANCISCO ELEVATOR	\$1,262.72
29049787	11/13/2023	SILICON VALLEY PERFORMANCE	\$2,583.33
29049788	11/13/2023	THE HOME DEPOT PRO	\$2,650.47
29049789	11/13/2023	TOGO'S SANDWICHES	\$127.82
29049790	11/13/2023	VALLEY OIL COMPANY	\$3,778.59
29049791	11/13/2023	WHITE, BRIAN	\$521.87
29049792	11/13/2023	XEROX FINANCIAL SERVICES	\$481.39
29049793	11/14/2023	U.S. BANK CORPORATE PAYMENT	\$32,011.93
29049794	11/14/2023	FOOTHILL AIR CONDITIONING	\$89,775.00
29049795	11/14/2023	GUERRA CONSTRUCTION GRP	\$22,776.45
29049796	11/14/2023	PALISADE BUILDERS INC	\$2,496,927.21
29049797	11/15/2023	ALDER-TEK MANUFACTURING	\$1,027.10
29049798	11/15/2023	BONAMI BAKING COMPANY INC	\$6,194.60
29049799	11/15/2023	CRYSTAL CREAMERY INC	\$5,652.46
29049800	11/15/2023	DANIELSEN COMPANY	\$4,324.16
29049801	11/15/2023	FIVE STAR RESTAURANT SERVICES	\$2,200.00
29049802	11/15/2023	GOLD STAR FOODS INC	\$11,073.71
29049803	11/15/2023	IMPERIAL DADE WEST COAST	\$3,340.66
29049804	11/15/2023	NEW YORK PIZZA INC	\$17,040.00
29049805	11/15/2023	PACIFIC RIM PRODUCE	\$3,112.60
29049806	11/15/2023	SYSCO- SAN FRANCISCO	\$10,841.24
29049807	11/15/2023	DIVISION OF STATE ARCHITECT	\$7,199.00
29049808	11/16/2023	ART OF PROBLEM SOLVING	\$992.62

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
ACCOUNTS PAYABLE WARRANT LIST
FOR THE MONTH OF NOVEMBER 2023

Warrant Number	Date	Name	Amount
29049809	11/16/2023	CDW Govenment	\$10.00
29049810	11/16/2023	CHILDREN'S DISCOVERY MUSEUM	\$840.00
29049811	11/16/2023	CITI CARDS	\$902.80
29049812	11/16/2023	CITY OF MOUNTAIN VIEW	\$4,812.64
29049813	11/16/2023	CONTINENTAL MATHEMATICS LEAGUE	\$185.00
29049814	11/16/2023	DURHAM SCHOOL SERVICES LP	\$2,155.13
29049815	11/16/2023	GOOGLE LLC	\$366.81
29049816	11/16/2023	GREAT! PRINTING & COPIES	\$343.11
29049817	11/16/2023	LIVING CLASSROOM	\$23,000.00
29049818	11/16/2023	PITNEY BOWES GLOBAL	\$47.24
29049819	11/16/2023	RUDOLPH, AYINDE	\$373.80
29049820	11/16/2023	SOUL SHOPPE PROGRAMS	\$8,900.00
29049821	11/16/2023	SOUTHWEST SCHOOL SUPPLY	\$118.37
29049822	11/16/2023	SPENCER, BETHANIE	\$576.15
29049823	11/16/2023	WHEELEHAN SCHOOL BUSINESS	\$4,550.00
29049824	11/20/2023	ANDERSON'S IT'S ELEMENTARY	\$583.93
29049825	11/20/2023	APPLE INC	\$431.17
29049826	11/20/2023	BRADY INDUSTRIES	\$1,487.99
29049827	11/20/2023	ENGIE SERVICES U.S.	\$20,872.03
29049828	11/20/2023	ENVIRONMENTAL SYSTEMS INC	\$1,360.95
29049829	11/20/2023	ENVIRONMENTAL VOLUNTEERS INC	\$2,440.00
29049830	11/20/2023	GARDENLAND CENTER INC	\$970.62
29049831	11/20/2023	HARRIS, YUMI	\$2,597.67
29049832	11/20/2023	HEARTWISE LEARNING LLC	\$6,200.00
29049833	11/20/2023	NGUYEN, CYNDEE	\$25.98
29049834	11/20/2023	ORBACH HUFF & HENDERSON LLP	\$11,040.50
29049835	11/20/2023	Occupational Health Centers of	\$359.07
29049836	11/20/2023	RO HEALTH INC	\$14,932.92
29049837	11/20/2023	RUDOLPH, AYINDE	\$402.01
29049838	11/20/2023	SANTA CLARA COE	\$51,090.00
29049839	11/20/2023	SCHOOL SPECIALTY INC	\$1,446.78
29049840	11/20/2023	SILICON VALLEY PERFORMANCE	\$2,189.71
29049841	11/20/2023	SOCIAL AND ENVIRONMENTAL	\$800.00
29049842	11/20/2023	UPLAND SOUND SHOP	\$2,610.00
29049843	11/20/2023	AMAZON CAPITAL SERVICES	\$596.12
29049844	11/20/2023	APPLE INC	\$534.15
29049845	11/20/2023	CDW Govenment	\$1,706.18
29049846	11/20/2023	CERTIFIX LIVE SCAN	\$108.00
29049847	11/20/2023	CORODATA SHREDDING INC	\$468.00
29049848	11/20/2023	CTL CORPORATION	\$423,882.97
29049849	11/20/2023	DEPT OF JUSTICE	\$552.00
29049850	11/20/2023	DURHAM SCHOOL SERVICES LP	\$3,149.38
29049851	11/20/2023	ECOLAB PEST ELIMINATION	\$715.76
29049852	11/20/2023	ENVIRONMENTAL SYSTEMS INC	\$830.91
29049853	11/20/2023	EPS OPERATIONS LLC	\$5,743.97

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
ACCOUNTS PAYABLE WARRANT LIST
FOR THE MONTH OF NOVEMBER 2023

Warrant Number	Date	Name	Amount
29049854	11/20/2023	HOME DEPOT CREDIT SERVICES	\$2,250.05
29049855	11/20/2023	KM EDUCATION SYSTEMS LLC	\$6,500.00
29049856	11/20/2023	LEXIA LEARNING SYSTEMS	\$11,000.00
29049857	11/20/2023	MOBILE MODULAR MGMT CORP	\$1,770.00
29049858	11/20/2023	OFFICE DEPOT	\$701.88
29049859	11/20/2023	ONE WORKPLACE L FERRARI	\$6,116.55
29049860	11/20/2023	ONEBYTWO GLOBAL LLC	\$4,635.02
29049861	11/20/2023	SOUND AND SIGNAL INC	\$180.00
29049862	11/20/2023	SOUTHWEST SCHOOL SUPPLY	\$312.05
29049863	11/20/2023	THE TECH INTERACTIVE	\$982.00
29049864	11/20/2023	ZSN SYSTEMS & SOLUTIONS LLC	\$19,858.00
29049865	11/20/2023	PACIFIC GAS AND ELECTRIC CO	\$6,031.80
29049866	11/21/2023	DIVISION OF STATE ARCHITECT	\$750.00
29049867	11/22/2023	AMAZON CAPITAL SERVICES	\$11,212.29
29049868	11/22/2023	OFFICE DEPOT	\$4,545.12
29049869	11/22/2023	AG LINK INC	\$3,139.55
29049870	11/22/2023	BONAMI BAKING COMPANY INC	\$5,846.40
29049871	11/22/2023	CRYSTAL CREAMERY INC	\$3,684.34
29049872	11/22/2023	DANIELSEN COMPANY	\$6,735.08
29049873	11/22/2023	GOLD STAR FOODS INC	\$4,957.72
29049874	11/22/2023	PACIFIC RIM PRODUCE	\$3,369.40
29049875	11/22/2023	SYSCO- SAN FRANCISCO	\$12,480.44
29049876	11/22/2023	APPLE INC	\$6.95
29049877	11/22/2023	COMMUNITY SCHOOL OF MUSIC	\$5,000.00
29049878	11/22/2023	DEMCO	\$181.18
29049879	11/22/2023	DURHAM SCHOOL SERVICES LP	\$1,533.25
29049880	11/22/2023	ESCALERA, MARTHA	\$3,000.00
29049881	11/22/2023	GREAT! PRINTING & COPIES	\$300.58
29049882	11/22/2023	HHF PLANNERS	\$950.00
29049883	11/22/2023	KINDERSYSTEMS INC	\$1,935.58
29049884	11/22/2023	SOUND AND SIGNAL INC	\$5,195.54
29049885	11/22/2023	VARTY, ANTONIA	\$72.00
29049886	11/22/2023	WEST VALLEY MUSIC	\$50.00
29049887	11/22/2023	AMAZON CAPITAL SERVICES	\$4,471.05
29049888	11/28/2023	CLEARY CONSULTANTS INC	\$1,507.50
29049889	11/28/2023	DREILING TERRONES ARCHITECTURE	\$20,672.50
29049890	11/28/2023	ORBACH HUFF & HENDERSON LLP	\$13,138.50
29049891	11/28/2023	SAGE RENEWABLE ENERGY	\$4,155.00
29049892	11/28/2023	AMAZON CAPITAL SERVICES	\$2,701.23
29049893	11/28/2023	OFFICE DEPOT	\$911.93
29049894	11/29/2023	XEROX CORPORATION	\$13,886.25
29049895	11/29/2023	AMERICAN FIDELITY ASSURANCE CO	\$906.49
29049896	11/29/2023	CALIFORNIA TEACHERS	\$28,476.00
29049897	11/29/2023	COLONIAL LIFE	\$25,598.29
29049898	11/29/2023	STANDARD INSURANCE CO	\$3,553.36

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
ACCOUNTS PAYABLE WARRANT LIST
FOR THE MONTH OF NOVEMBER 2023

Warrant Number	Date	Name	Amount
29049899	11/29/2023	BLUE VIOLET ENERGY HEALING LLC	\$2,625.00
29049900	11/29/2023	CALIFORNIA DEPT. OF EDUCATION	\$1,611.40
29049901	11/29/2023	CITY OF PALO ALTO	\$745.00
29049902	11/29/2023	ERAN ARKIN AND ADI ARKIN	\$22,000.00
29049903	11/29/2023	INFINITY SYSTEMS INC	\$27,500.00
29049904	11/29/2023	JOFFE EMERGENCY SERVICES	\$2,500.00
29049905	11/29/2023	KREIMAN, MICHAEL	\$1,750.00
29049906	11/29/2023	MARK AND JENNIFER SIDDENS	\$2,100.00
29049907	11/29/2023	NEWPORT TRUST COMPANY	\$1,182.14
29049908	11/29/2023	ORBACH HUFF & HENDERSON LLP	\$8,716.50
29049909	11/29/2023	UNIVERISTY OF MARYLAND	\$530.00
29049910	11/29/2023	VERDIYEV, VUSAL	\$570.00
29049911	11/29/2023	KEMPER, TERRI	\$1,496.22
29049912	11/30/2023	AMAZON CAPITAL SERVICES	\$895.93
29049913	11/30/2023	AT&T	\$3,830.57
29049914	11/30/2023	BETTY DELUCO AND ROBERT	\$191.00
29049915	11/30/2023	BONAMI BAKING COMPANY INC	\$4,392.00
29049916	11/30/2023	CHO, DIANE	\$382.00
29049917	11/30/2023	CRYSTAL CREAMERY INC	\$1,637.48
29049918	11/30/2023	DANIELSEN COMPANY	\$3,462.20
29049919	11/30/2023	DANNIS WOLIVER KELLEY	\$17,214.26
29049920	11/30/2023	GHAFARI, FARRAH	\$382.00
29049921	11/30/2023	HOWELLS, ROBERT	\$382.00
29049922	11/30/2023	NILSSON, JARL	\$191.00
29049923	11/30/2023	PACIFIC RIM PRODUCE	\$1,561.75
29049924	11/30/2023	SOUTHWEST SCHOOL SUPPLY	\$112.89
29049925	11/30/2023	SPANGLER, CAROLINE	\$191.00
29049926	11/30/2023	SYSCO- SAN FRANCISCO	\$4,998.91
29049927	11/30/2023	TARTER, KAREN	\$191.00
29049928	11/30/2023	XEROX FINANCIAL SERVICES	\$54.22
29049929	11/30/2023	YEE, JENNIFER	\$191.00
29049930	11/30/2023	BLAZERWORKS	\$95,855.90
29049931	11/30/2023	BMR HEALTH SERVICES INC	\$82,730.44
29049932	11/30/2023	EVERY SPECIAL CHILD LLC	\$5,713.50
29049933	11/30/2023	NEW LIFE PHYSICAL THERAPY	\$49,920.00
29049934	11/30/2023	RO HEALTH INC	\$56,776.14
29049935	11/30/2023	WELLDOM INC	\$6,975.00
29049936	11/30/2023	ZSN SYSTEMS & SOLUTIONS LLC	\$18,146.00
98061616	11/2/2023	IINTERPRET INC	\$2,310.00
98061617	11/2/2023	ARAMARK	\$299.40
98061618	11/2/2023	ARAMARK	\$898.20
98061712	11/6/2023	JW PEPPER & SON INC	\$609.13
98061897	11/13/2023	GRAINGER	\$917.14
98061898	11/13/2023	SUPER DUPER PUBLICATIONS INC	\$199.00
98061987	11/15/2023	ARAMARK	\$598.80

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
ACCOUNTS PAYABLE WARRANT LIST
FOR THE MONTH OF NOVEMBER 2023

Warrant Number	Date	Name	Amount
98062071	11/16/2023	HANOVER RESEARCH COUNCIL LLC	\$96,950.00
98062072	11/16/2023	JW PEPPER & SON INC	\$92.51
98062073	11/16/2023	RED CLOUD INC	\$1,702.35
98062182	11/20/2023	JW PEPPER & SON INC	\$53.47
98062183	11/20/2023	JW PEPPER & SON INC	\$68.74
98062271	11/22/2023	ARAMARK	\$299.40
98062272	11/22/2023	DIDAX INC	\$554.07
98062397	11/30/2023	ARAMARK	\$299.40
<29047800>	11/16/2023	GADERLUND, JENNI	(\$250.38)
<29047987>	11/16/2023	POHLMAN, MEGAN	(\$148.49)
<29049653>	11/15/2023	LYONS, DANIELLE	(\$178.27)
<29049662>	11/15/2023	ZSN SYSTEMS & SOLUTIONS LLC	(\$7,979.00)
<29049732>	11/15/2023	ZSN SYSTEMS & SOLUTIONS LLC	(\$11,879.00)
		Grand Total	\$6,036,779.23

EMPLOYEE ID	EMPLOYEE NAME	GROSS	NTX-GR	O-TIME	OASDI-GR	OASDI	SDI-GR	FIT	STRS	PERS	DED	T
DATE	PER	WARRANT/ST	FED TXB	FED IMP	CAR	MEDI-GR	MEDI	SIT	STRS-TS	PERS-TS	TSA	O
PAID	END		ST TXB	ST IMP	EIC	OASDI-ER	MEDI-ER	SB	CLC	STRS-ER	PERS-ER	GLI-8999
												NET T

District Totals												
29 MOUNTAIN VIEW WHISMAN SD												
GROSS	OVER-TIME	OASDI-GROSS	MEDI-GROSS	SDI-GROSS	FIT	STRS	PERS					
8116892.69	5761.27	2386630.28	7979576.08	1856980.36	1080344.49	467956.93	125319.19					
TAX-GROSS-FD	IMP-GROSS-FD	OASDI	MEDI	SDI	SIT	STRS-TS	PERS-TS					
7169462.43	0.00	147971.01	118158.68	16712.80	443753.40	467956.93	125319.19					
NTX-GROSS	TSA	DED	CAR	SURV-BEN	EIC	GLI (8999)	NET					
137717.45	216436.69	570486.78	0.00	0.00	0.00	400.84	4929752.72					
TAX-GROSS-ST	IMP-GROSS-ST	OASDI-EMPR	MEDI-EMPR	STRS-EMPR	PERS-EMPR							
7169462.43	0.00	0.00	0.00	0.00	0.00							
TAX-PAID-CLC	MEDI+ GROSS	MEDI+										
0.00	0.00	0.00										

Santa Clara County Office of Education

District Business & Advisory Services

Authorization and Order for transfer of School District Funds to Payroll Revolving Funds

FOR THE GOVERNING BOARD OF MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT


Payroll Name: ☐ Tenth of Month ☒ End of Month ☐ Manual

Payroll Issue Date: November 30, 2023

Under the provision of Section 42646 of the Education Code, you are hereby authorized and ordered to transfer from our school district's fund(s) to the Payroll Revolving Fund the **gross amount** required is \$ 8,116,892.69 to cover the submitted payroll prelists (PAY510, PAY512 & PAY513).

Payroll warrants will not be released without this signed authorization in District Business & Advisory Services (DBAS).

Authorized Signer's Signature: Nadia Pongo

 Digitally signed by Nadia Pongo
DN: cn=Nadia Pongo, o, ou, email=npongo@mvwsd.org, c=US
Date: 2023.11.21 14:57:17 -08'00'

Name: Nadia Ruelas Pongo

Title: Director of Fiscal Services

Date: 11/21/2023

PAYNAME: EOM

DISTRICT TOTALS

PAY DATE: 11/30/2023 END DATE: 11/30/2023

Lock Enabled on Payname. By: A708 Date: 11/21 Time: 14:39

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

RECEIVING WARRANTS	83	GETTING PAID FIRST TIME	11	
APD TO CU	0	TERMINATED GETTING PAID	1	RET SYSTEM 1/3 OPTION: P %0.000
APD TO CHECKING	638	STARTING APD CHECKING NEXT MONTH	13	RET SYSTEM 2/4 OPTION: X %7.000
APD TO SAVINGS	11	STARTING APD SAVINGS NEXT MONTH	0	FICA OPTION:
-----		GETTING PAID BALANCE OF CONTRACT	0	
TOTAL GETTING PAID	732			

PAYROLL TOTALS

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
NML	5,635,495.39	NML	0.00	NML	1,398.89	NML	1,398.89	NML	5,636,894.28
ADJ	-123,597.34	ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	-123,597.34
-----		-----		-----		-----		-----	
ADJ NML	5,511,898.05*	ADJ NML	0.00*	ADJ NML	1,398.89*	ADJ NML	1,398.89*	ADJ NML	5,513,296.94*
MISC	11,250.94	MISC	0.00	MISC	0.00	MISC	0.00	MISC	11,250.94
SPC	741,634.20	SPC	0.00	SPC	0.00	SPC	0.00	SPC	741,634.20
HR	0.00	HR	0.00	HR	65,100.06	HR	65,100.06	HR	65,100.06
DBS	817,110.22	DBS	0.00	DBS	0.00	DBS	0.00	DBS	817,110.22
ARR	549.91	ARR	0.00	ARR	14,922.98	ARR	14,922.98	ARR	15,472.89
OSSP	750,441.40	OSSP	0.00	OSSP	0.00	OSSP	0.00	OSSP	750,441.40
DEGN	69,229.60	DEGN	0.00	DEGN	0.00	DEGN	0.00	DEGN	69,229.60
LOGN	14,309.32	LOGN	0.00	LOGN	0.00	LOGN	0.00	LOGN	14,309.32
NIT	3,141.73	NIT	0.00	NIT	0.00	NIT	0.00	NIT	3,141.73
CELL	3,950.00	CELL	0.00	CELL	0.00	CELL	0.00	CELL	3,950.00
INTR	1,200.00	INTR	0.00	INTR	0.00	INTR	0.00	INTR	1,200.00
DLY	0.00	DLY	8,200.00	DLY	0.00	DLY	8,200.00	DLY	8,200.00
CREN	8,455.19	CREN	0.00	CREN	0.00	CREN	0.00	CREN	8,455.19
SUB	2,502.00	SUB	46,770.00	SUB	12,320.00	SUB	59,090.00	SUB	61,592.00
EDIN	4,291.85	EDIN	0.00	EDIN	0.00	EDIN	0.00	EDIN	4,291.85
1522	0.00	1522	0.00	1522	325.60	1522	325.60	1522	325.60
TRV	1,325.00	TRV	0.00	TRV	0.00	TRV	0.00	TRV	1,325.00
CCH	16,200.00	CCH	0.00	CCH	0.00	CCH	0.00	CCH	16,200.00
NTX	679.20	NTX	0.00	NTX	0.00	NTX	0.00	NTX	679.20
SIC	3,925.28	SIC	0.00	SIC	0.00	SIC	0.00	SIC	3,925.28

PAYNAME: EOM

DISTRICT TOTALS

PAY DATE: 11/30/2023 END DATE: 11/30/2023

Lock Enabled on Payname. By: A708 Date: 11/21 Time: 14:39

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

PAYROLL TOTALS

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
OT	0.00	OT	0.00	OT	5,761.27	OT	5,761.27	OT	5,761.27
TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	5,761.27*	TOTAL OT	5,761.27*	TOTAL OT	5,761.27*
NON-NML	2,450,195.84*	NON-NML	54,970.00*	NON-NML	98,429.91*	NON-NML	153,399.91*	NON-NML	2,603,595.75*
TOTAL	7,962,093.89**	TOTAL	54,970.00**	TOTAL	99,828.80**	TOTAL	154,798.80**	TOTAL	8,116,892.69**

TOTAL NUMBER HOURS WORKED:	3355.00	TOTAL NUMBER DAYS WORKED:	244.50
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GROSS	FED IMP GROSS	NTX GROSS	TSA	RET-TS	FED TAX GROSS	FIT	AFIT
8,116,892.69	0.00	137,717.45	216,436.69	593,276.12	7,169,462.43	1,055,160.83	25,183.66
SIT	ASIT	OASDI GROSS	OASDI	MEDI GROSS	MEDICARE	DEF-MEDI GROSS	DEF-MEDI
440,691.40	3,062.00	2,386,630.28	147,971.01	7,979,576.08	118,158.68	0.00	0.00
SURV-BEN	SDI	EIC	STRS SUBJ	STRS	PERS SUBJ	PERS	DED
0.00	16,712.80	0.00	4,753,836.92	467,956.93	1,643,753.24	125,319.19	571,001.79
NET	ADJ (+)	ADJ (-)	OASDI EMPR	MEDI EMPR	STRS EMPR	PERS EMPR	
4,929,237.71	1,871.80	127,756.31	0.00	0.00	0.00	0.00	
STATE IMP GROSS	STATE TAX GROSS	STRS (C)	STRS (P)	STRS (O)	PERS (C)	PERS (P)	PERS (O)
0.00	7,169,462.43	272,644.84	195,312.09	0.00	43,267.24	82,051.95	0.00
STRS/SUBJ (C)	STRS/SUBJ (P)	STRS/SUBJ (O)	PERS/SUBJ (C)	PERS/SUBJ (P)	PERS/SUBJ (O)	STRS/SUBJ DBS	STRS DBS
2,839,948.47	1,913,888.45	0.00	618,103.60	1,025,649.64	0.00	820,017.22	65,601.30

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: School Plan for Student Achievement 2023-24- Mariano Castro Elementary

Estimated Time:

Person Responsible:

Cathy Baur
Chief Academic Officer

Swati Dagar
Director- Curriculum, Instruction, and Assessment

Background:

Castro Elementary School Plan for Student Achievement (SPSA) is being presented for approval. The plan was posted to the District website on Monday, October 9th for review by the Board of Trustees and the public. Members of the Board of Trustees have been met individually with Castro Principal to learn more about the site plan. Castro School Plan for Student Achievement could not be presented for approval along with other School Site Plans due to lack of parity on their School Site Council membership. Castro SSC now has parity in membership and the School Plan has been approved by the SSC to be presented to the Board of Trustees for approval. School Principal will be in attendance and available at the January 11th meeting for any additional questions from Trustees.

Fiscal Implication:

Total \$95,424 including funding from federal, state and local sources.

Recommended Action:

That the Board approve the Castro Elementary School Plan for Student Achievement.

ATTACHMENTS:

Description	Type	Upload Date
Mariano Castro Elementary - School Plan for Student Achievement 2023-24	Backup Material	12/21/2023

The School Plan for Student Achievement

School: MARIANO CASTRO ELEMENTARY SCHOOL
CDS Code: 43 69591 6048003
District: Mountain View Whisman School District
Principal: Jacqueline Keirns
Revision Date: January 11, 2024

The School Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Jacqueline Keirns
Position: Principal
Phone Number: 6505263590
Address: 500 Toft Street
Mountain View, CA 94041
E-mail Address: jkeirns@mvwsd.org

The District Governing Board approved this revision of the SPSA on January 11, 2024.

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District Mission and Vision

Mission: We inspire, prepare and empower every student

Vision: Every student, family, staff and community member is engaged and committed to learning in a collaborative, diverse and innovative partnership

District Values and Beliefs

We believe:

- Students and learning are at the center of all we do.
- Students thrive when presented with well-balanced, joyful learning experiences that challenge their academic, social, and emotional needs.
- Our diversity is a strength that builds students' capacities to be globally competent and culturally responsive citizens.
- Strong partnerships with students, families, educators, and the community are the foundation for creating an excellent education for each individual student.
- Learning experiences should engage students in academic excellence while building a collaborative community.
- Every student has a dynamic learner profile that must be considered when creating personalized learning experiences.
- Clear policies, procedures and responsible resource management support an effective school system.
- High expectations and continuous learning combined with a respectful and safe community create a positive educational environment.
- Modeling innovation and curiosity supports creativity and adaptability for learners.
- Students desire experiences that inspire, challenge, and build creativity and curiosity.
- Our backgrounds, life experiences, and aspirations are a strength of our community.

School Profile

Mariano Castro Elementary is a TK-5 school with an enrollment in June 2023 of 247 students. Our school community consists of 86% Hispanic/Latino students, 86% socio-economically disadvantaged students, and 77% English Learner students.

Castro has a high number of students who qualify for McKinney-Vento protections, 53 out of 247 students. The Special Education population is 11% of the student body. The families at Castro are majority low-income working class immigrant families for whom English is a second or third language. Most of our students speak Spanish at home (73%).

The Castro certificated staff has 13 grade-level classroom teachers, 1 STEAM teacher, 1 Resource Specialist teacher, 1 instructional coach, 1 principal, and 1 psychologist (shared with other sites), student needs are met with a variety of specialists. The Castro classified staff has 1 office manager/secretary, 1 school clerk, 1.5 School-Community Engagement Facilitators, 2 At Risk Intervention Supervisors, 1 Library Tech (shared with another site), 4 Special Education Instructional Assistants, 2 custodians, 4 shared Food Service workers, and 4 shared Yard Supervisors. Through a partnership with the Santa Clara County Office of Education, Castro also has a Wellness Center, staffed with 1 Wellness Center Liaison and 1 Clinical Specialist. Every classroom has one-to-one Chromebooks and projection TVs. All grade levels use small group instruction targeted towards student needs. Additionally, our students receive Reading Intervention and Newcomer Instruction provided by District Intervention teachers.

Goal #1 Academic Achievement English Language Arts

CAASPP ELA Goal:

By June 2024, there will be a 8-percentage point increase (from 22% to 30%) in the number of students meeting or exceeding standards in English Language Arts as measured by CAASPP (Gr 3-5)

Subgroup goals: By June 2024 all subgroups will make the following gains:

- Students with Disabilities (SWD): There will be a 10-percentage point increase from 5% to 15%
- Socio-Economically Disadvantaged (SED): There will be a 8-percentage point increase from 17% to 25%
- English Only (EO): There will be a 6 percentage point increase from 45% to 51%
- Hispanic/ Latino: There will be a 9-percentage point increase from 15% to 24%
- Asian - Less than 10 students, not reported
- White - There will be a 3-percentage point increase from 75% to 78%

iReady ELA One-Year's Growth Goal:

By June 2024, 100% of students will meet their yearly growth targets in Reading as measured by the iReady diagnostic assessments (K-8).

Goal #1 Academic Achievement - ELA Key Strategies:

MTSS: 4 Universal Data Cycles throughout the year

COST process

RTI / WIN Instruction

Sheltered Instruction Observation Protocols (SIOP)

Reading Intervention Support with Early Literacy Team in grades K-2

Goal #2 Academic Achievement in Math

CAASPP Math Goal:

By June 2024, there will be a 8-percentage point increase (from 17% to 25%) in the number of students meeting or exceeding standards in Math as measured by CAASPP (Gr 3-5)

Subgroup goals: By June 2023 all subgroups will make the following gains:

- Students with Disabilities (SWD): There will be a 10-percentage point increase from 5% to 15%
- Socio-Economically Disadvantaged (SED): There will be a 9-percentage point increase from 13% to 22%
- English Only (EO): There will be a 6-percentage point increase from 39% to 45%
- Hispanic/ Latino: There will be a 9-percentage point increase from 11% to 20%
- Asian: Less than 10 students, not reported
- White: There will be a 5-percentage point increase from 50% to 55%

iReady Math One-Year's Growth Goal:

By June 2024, 100% of students will meet their yearly growth targets in Math as measured by the iReady diagnostic assessments (K-8).

Goal #2 Academic Achievement - Math Key Strategies:

MTSS: 4 Universal Data Cycles throughout the year, COST Process

Instructional Coaching

Sheltered Instruction Observation Protocols (SIOP)

i-Ready Instruction (Standards Mastery Assessments)

Fluency and Numeracy Instruction

Goal #3 Academic Achievement--English Language Learners

At-Risk Long-Term ELs Goal (3rd-5th grade):

- By June 2024, the number of LTEL/At-Risk of becoming LTEL students will be reduced by 20%. There will be a reduction in the number of students meeting state criteria for At-Risk of LTEL status from 21 to 17.

RFEP Goal:

- By June 2024, there will be a 3 percentage point increase (from 75% to 78%) in the number of RFEP (reclassified fluent English proficient) students meeting or exceeding standards in English Language Arts as measured by the CAASPP.

ELPAC Goal:

- By June 2024, 100% of all English Learners that score a Level 4 on the ELPAC will reclassify.
- The percentage of ELs scoring at least one overall level higher (or maintaining a 4) as compared to the previous year will increase from 32% to 39%

Key Strategies/Actions:

SIOP Integrated ELD Instruction

Designated ELD Instruction

Review/Train teachers ELPAC Assessments and Scoring

Parent Workshops

EL, Newcomer, and RFEP progress monitoring

Goal #4 Social Emotional Health and Wellness

Sown to Grow Goal:

- By June 2024, Sown to Grow Student Check-in / Teacher Feedback rate will improve greater than 10%

Parent Goal:

- By June 2024, there will be a 2-percentage point increase from 83% to 85% in the number of parents who agree or strongly agree that their students' social emotional needs were met as measured by the LCAP/Climate Survey

Student Goal:

- By June 2024, there will be a 3-percentage point increase from 67% to 70% in the number of students who agreed or strongly agreed that students at my school are treated with respect as measured by the LCAP/Climate Survey.

Behavior Goal 1:

- By June 2024, there will be

a 4% point decrease from 65% to 61% for Hispanic/Latino students measured by the school suspension disproportionality data.

a 7% point decrease from 33% to 26% for White students as measured by the school suspension disproportionality data.

a 6% point decrease from 40% to 34% for Students With Disabilities as measured by the school suspension disproportionality data.

a 2% point decrease from 79% to 77% for English Learners as measured by the school suspension disproportionality data.

Behavior Goal 2:

By June 2024, there will be a 2% increase from 78% to 80% in the number of students who agreed or strongly agreed that there are clear and fair consequences for breaking rules at my school as measured by the LCAP/Climate Survey.

Key Strategies:

Positive Behavior System: The Dolphin Way

Student Success Assemblies

Universal Data Cycle and COST process

Partnership with Santa Clara County Office of Education - Wellness Center

Sensory Accommodations in all classrooms (calming corners, flexible seating, etc)

Consistent Behavior Expectations and use of District Behavior Response Protocols

Goal #5 Inclusive and Welcoming Culture

Attendance Goal:

- By June 2024, the average student attendance rate for the school will be at or above 97%. It is currently 91.57%

Chronic Absenteeism Goal:

- By June 2024, the average chronic absenteeism rate for subgroups will decrease by 3% from 28.8% to 25.8% based on District Chronic Absenteeism Data.

Welcoming Environment Goal:

- By June 2024, there will be a 1% increase from 93% to 94% in the number of parents who agree or strongly agree with the statement "My school creates a welcoming environment for all families" as measured by the annual LCAP/ Climate Survey

Key Strategies

Dolphin Pride Assemblies (Monthly)

Lunchtime Social Events

After school community events (Harvest Festival, Festival of Lights)

Attendance Review meetings with Principal, SCEF, ARIS, Secretary

Sensory Accommodations in all classrooms (calming corners, flexible seating, etc)

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Analysis of Current Instructional Program

In conjunction with the needs assessments, the categories below may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

1. Use of state and local assessments to modify instruction and improve student achievement

All staff use the adopted materials for ELA/ELD (Benchmark Advance) and for Math (Eureka Math). Supplemental materials that are standards-aligned are used as necessary (for example: SPIRE, Core Knowledge, Heggerty, Fluency Practice). Students are assessed on the grade level standards three times a year via iReady in Reading and Math (August, November, May), at the end of each trimester using district assessments, and throughout each unit of instruction using common formative assessments. The Principal, the Instructional Leadership Team, the Grade Level Teams, and the whole staff analyze data to make necessary changes in allocation of resources.

2. Use of data to monitor student progress on curriculum-embedded assessments and modify instruction

Each grade level team keeps a Google Data Sheet of all formative and summative data or individual student data binders used by every student in grades 2-5. The data, and student work samples are used to identify strengths and needs at the grade, class, and individual student levels. Teams determine next steps in pacing as well as effective instructional strategies. The data is reviewed and analyzed by the grade level teams at weekly Professional Learning Community collaboration sessions and planning release days. In addition, the grade level team, the Principal, the Instructional Coach, and the RTI teacher meet every 9 weeks to review this grade level student progress data using the Universal Data Cycle Protocol and plan next steps to support student achievement.

Staffing and Professional Development

3. Status of meeting requirements for highly qualified staff (ESEA)

Based on the new laws associated with the Every Student Succeeds Act and California's new state assignment accountability system, Districts must identify the number of teachers that are in the following categories: 1. Misassigned (teaching without the appropriate credential) 2. Out of Field (teaching with a limited permit) 3. Ineffective (has taught less than 3 years). Castro School has no misassigned teachers, no out of field teachers, and 4 teachers in their first two years of teaching. All teachers are considered "highly qualified". There is one instructional coach to support teachers in the implementation of common core standards. Grade level team collaboration around student progress takes place weekly.

4. Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches)

Castro has an instructional coach who assists all teachers in implementing school-wide initiatives, as well as providing support to each teacher on their individual professional growth needs and goals. Teachers who are in their first two years of teaching also receive the support of a new teacher Induction mentor teacher.

5. Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve)

Each week teacher teams collaborate on effective instructional strategies, targeting essential standards, and implementation of programs. Teachers have a shared prep period twice a week for planning and collaboration purposes

Opportunity and Equal Educational Access

6. Services provided by the regular program that enable underperforming students to meet standards

All students participate in an intervention or enrichment period daily (WIN Time) that allows teachers to work with flexible small groups of students on targeted skills or enrichment. The Instructional Coach works with teachers via coaching cycles (observations, demo lessons, debrief, lesson planning) and collaboration time to help teachers create instructional plans that meet the needs of all students but especially those students in need of accelerated learning to close learning gaps. The Principal also works with teachers via the evaluation process to help identify the skills teachers need to work on with the Instructional Coach. Additionally, the school has two At-Risk Supervisors who support students and their families with school attendance, behavior, and academic resources. The At-Risk Supervisors works closely with the School Community Engagement Facilitators to make sure that no student in need is overlooked and that important information about students and their families is shared between both support positions, teachers, and administration. The goal is to serve the whole child and make sure that all needs are being attended to so that students are able to access the academic learning. Target students who are struggling academically, behaviorally, or socio-emotionally, are chosen for closer monitoring by the At Risk Supervisors. Homework assistance is provided for students attending the in-person learning support programs (Beyond the Bell and Right At School). Additionally, the implementation of PBS strategies and socio-emotional learning throughout the school allow students to learn to self-regulate, be recognized for self-regulation, meeting expectations, improving behavior, and this way create structures for students to remain in class as much as possible.

Parental Involvement

7. Resources available from family, school, district, and community to assist under-achieving students

Castro has a strong parent community, and parent attendance at community events has been increasing since last year, with approximately 200-300 attendees at school-wide events. Principal's Coffees will be held monthly and will provide a discussion of resources available to families, as well as provide an opportunity for parents to ask questions and voice concerns. Castro has a PTA that helps plan fundraising and teacher appreciation events. Parents on School Site Council and ELAC participate in the analysis of student data that allows them to advise on the development and review of school goals and activities. School Community Engagement Facilitators provide parent support and plans parent involvement activities and trainings. Additionally, through partnership with the Santa Clara County Office of Education, Castro has an on-site Wellness Center that students may utilize on a drop in basis to help students learn strategies to self-regulate. We have community partners through CHAC, and Pacific Clinics who provide mental health services to students and families, and a strong donor network through Family Giving Tree, Bring Me a Book, Synopsis, Assistance League of Los Altos, MVEF, and St. Simon Church. Additionally, twice a month Castro hosts a food bank for community members. Castro also hosts large school-wide events where our community partners are invited to table and provide services to families.

8. Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

School Site Council and ELAC meets regularly and reviews implementation of the goals, strategies, and expenditures identified in this School Plan. Teachers and Parents are included via separate meetings to analyze data, look at growth, pose questions, and make suggestions for next steps to implement toward meeting grade level standards. An Instructional Leadership team meets twice a month to plan interventions specifically targeting our unduplicated students. Parents are provided with student report cards for progress toward grade level standard 3 times per academic year.

Funding

9. Services provided by categorical funds that enable underperforming students to meet standards

Mariano Castro receives state and federal funding through supplemental funds and Title I funds directed through the District. Title 1 funds are used to pay for 1.0 FTE Instructional Coach, 2 At Risk Supervisors and 2 School Community Engagement Facilitators (one shared with another site), professional development for staff, and planning time. Students are provided with various incentives and recognitions throughout the year that celebrate the growth they make towards meeting and exceeding grade level standards or closing their academic gaps and are also a significant expense. Supplemental programs and materials are purchased to bridge the gap between students readiness levels and grade level expectations.

Description of Barriers and Related School Goals

At Castro Elementary School we strive to meet the needs of all students both academically and socially. We believe that it is our moral imperative to ensure that all students achieve at high levels. The barriers that we face when reaching our school goals are addressing the needs of our socioeconomically disadvantaged students, English Learners, our Hispanic/Latino students, and our students with disabilities. The socioeconomically disadvantaged population at Castro is 86%, with 50 students qualifying for McKinney-Vento protections. Hispanic/Latino students account for 86% of our school population. We currently have 173 English language learners, which accounts for 77% of our total student population. Of those 173, we have 25 students who are within their first year of enrollment in US public schools. Every English Learner in first through fifth receive a minimum of 150 minutes of weekly Designated English Language Development instruction. Those in Kindergarten receive 120 minutes of English Language Development.

A significant barrier to school climate is the amount of counseling and support needed by our children and families. Children are often experiencing a significant amount of stress or trauma due to housing instability, home conditions, number of people sharing living spaces, political or social unrest, and dysfunctional family dynamics that include drug, alcohol, domestic violence, and sexual abuse. This stress impacts their ability to learn and focus positively on peer relations as well as relations with adults. Many of our students are still struggling with reading and math fluency as many parents are unable to help their children with practicing these skills at home due to work schedules, lack of child care and struggles with literacy. As a result of these academic struggles, some of students also struggle with self-esteem in the classroom. Though we have on site resources through the Wellness Center, and partnerships with Pacific Clinics and CHAC, we often have a greater number of students needing counseling that case loads allow for.

School and Student Performance Data

CAASPP Results (All Students)

English Language Arts/Literacy

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with Scores			% of Enrolled Students Tested		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	49	45	38	0	43	36	0	43	36	0.0	95.6	94.7
Grade 4	61	48	52	0	47	46	0	47	46	0.0	97.9	88.5
Grade 5	61	63	46	0	61	43	0	61	43	0.0	96.8	93.5
All Grades	171	156	136	0	151	125	0	151	125	0.0	96.8	91.9

The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard Exceeded			% Standard Met			% Standard Nearly Met			% Standard Not Met		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		2327.6	2307.3		6.98	5.56		9.30	8.33		18.60	16.67		65.12	69.44
Grade 4		2394.9	2397.3		8.51	10.87		6.38	10.87		29.79	13.04		55.32	65.22
Grade 5		2448.4	2441.4		11.48	9.30		19.67	18.60		14.75	20.93		54.10	51.16
All Grades	N/A	N/A	N/A		9.27	8.80		12.58	12.80		20.53	16.80		57.62	61.60

Reading Demonstrating understanding of literary and non-fictional texts										
Grade Level	% Above Standard			% At or Near Standard			% Below Standard			
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	
Grade 3		6.98	5.56		41.86	33.33		51.16	61.11	
Grade 4		8.51	8.70		61.70	47.83		29.79	43.48	
Grade 5		9.84	6.98		59.02	55.81		31.15	37.21	
All Grades		8.61	7.20		54.97	46.40		36.42	46.40	

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		6.98	0.00		34.88	30.56		58.14	69.44
Grade 4		8.51	6.52		40.43	45.65		51.06	47.83
Grade 5		16.39	11.63		40.98	41.86		42.62	46.51
All Grades		11.26	6.40		39.07	40.00		49.67	53.60

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		2.33	2.78		67.44	55.56		30.23	41.67
Grade 4		2.13	10.87		55.32	58.70		42.55	30.43
Grade 5		3.28	6.98		72.13	79.07		24.59	13.95
All Grades		2.65	7.20		65.56	64.80		31.79	28.00

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		4.65	2.78		46.51	44.44		48.84	52.78
Grade 4		6.38	2.17		55.32	60.87		38.30	36.96
Grade 5		4.92	11.63		65.57	55.81		29.51	32.56
All Grades		5.30	5.60		56.95	54.40		37.75	40.00

Conclusions based on this data:

1. Goal not met: Students 3-5 held steady on ELA CAASPP with 22% meeting or exceeding standard
2. More students in 22-23 tested at Standard Not Met (61% vs. 58%)
3. 27% of students in 5th grade met or exceeded standards.

School and Student Performance Data

CAASPP Results (All Students)

Mathematics

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with Scores			% of Enrolled Students Tested		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	49	45	38	0	45	38	0	45	38	0.0	100.0	100.0
Grade 4	61	48	52	0	48	52	0	48	52	0.0	100.0	100.0
Grade 5	61	63	46	0	63	46	0	63	46	0.0	100.0	100.0
All Grades	171	156	136	0	156	136	0	156	136	0.0	100.0	100.0

* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard Exceeded			% Standard Met			% Standard Nearly Met			% Standard Not Met		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		2361.1	2337.4		8.89	2.63		11.11	10.53		17.78	13.16		62.22	73.68
Grade 4		2404.3	2394.4		4.17	5.77		12.50	13.46		31.25	25.00		52.08	55.77
Grade 5		2437.2	2429.5		7.94	4.35		4.76	10.87		30.16	21.74		57.14	63.04
All Grades	N/A	N/A	N/A		7.05	4.41		8.97	11.76		26.92	20.59		57.05	63.24

Concepts & Procedures										
Applying mathematical concepts and procedures										
Grade Level	% Above Standard			% At or Near Standard			% Below Standard			
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	
Grade 3		11.11	7.89		35.56	18.42		53.33	73.68	
Grade 4		8.33	11.54		41.67	28.85		50.00	59.62	
Grade 5		7.94	8.70		41.27	28.26		50.79	63.04	
All Grades		8.97	9.56		39.74	25.74		51.28	64.71	

Problem Solving & Modeling/Data Analysis									
Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		8.89	0.00		31.11	36.84		60.00	63.16
Grade 4		6.25	9.62		35.42	30.77		58.33	59.62
Grade 5		4.76	2.17		44.44	41.30		50.79	56.52
All Grades		6.41	4.41		37.82	36.03		55.77	59.56

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		8.89	5.26		46.67	47.37		44.44	47.37
Grade 4		4.17	3.85		43.75	48.08		52.08	48.08
Grade 5		7.94	4.35		47.62	50.00		44.44	45.65
All Grades		7.05	4.41		46.15	48.53		46.79	47.06

Conclusions based on this data:

1. Goal not met: Grades 3-5 remained steady in math this year with 16% meeting or exceeding standards
2. Fourth Grade increased their achievement from 17% to 22% meeting or exceeding standards
3. Third grade performed the lowest out of the three testing grade levels 13% meeting or exceeding

School and Student Performance Data

ELPAC Results

ELPAC OVERALL LEVEL Growth between Summative 2022 and Summative 2023 - totals									
Decreased by 2 levels	Decreased by 1 level	Maintained a 1, 2, or 3	Increased by 1 level or maintained an overall 4	Increased by 2 levels	Increased by 3 levels	Grand Total	% who maintained a 4 or increase at least one level	% who maintained a 4 or increased at least one level AND whose home language is Spanish	% who increased or maintained a 4 and are SED
*	*	84	41	*		139	32.4%	31.7%	28.78%

ELPAC OVERALL LEVEL Growth between Summative 2022 and Summative 2023 - totals										
Grade	Decreased by 2 levels	Decreased by 1 level	Maintained a 1, 2, or 3	Increased by 1 level or maintained an overall 4	Increased by 2 levels	Increased by 3 levels	Grand Total	% who maintained a 4 or increase at least one level	% who maintained a 4 or increased at least one level AND whose home language is Spanish	% who increased or maintained a 4 and are SED
TK/K				*	*		*	100.00%	100.00%	71.43%
1		*	13	*			24	16.7%	16.67%	16.67%
2			18	*			24	25.0%	25.00%	20.83%
3	*	*	19	*	*		27	18.5%	18.52%	14.81%
4			21	*	*		32	34.4%	31.25%	31.25%
5			13	12			25	48.00%	48.00%	48.00%

2023 ELPAC Summative Overall Level					
Grade Level	1	2	3	4	Grand Total
Grade K	*	12	*		28
Grade 1	*	*	*	*	27
Grade 2	13	*	*	*	29
Grade 3	11	*	14	*	37
Grade 4	*	*	*	*	29
Grade 5	11	12	*	*	29
Grand Total	62	53	49	15	179

2023 ELPAC Summative Oral Language Level					
Grade Level	1	2	3	4	Grand Total
Grade K	*	*	11	*	28

2023 ELPAC Summative Oral Language Level					
Grade 1	*	*	*	*	27
Grade 2	*	*	*	*	29
Grade 3	*	*	11	15	37
Grade 4	*	*	*	14	29
Grade 5	11	11	*	*	29
Grand Total	42	35	46	56	179

2023 ELPAC Summative WritLangten Language Level					
Grade Level	1	2	3	4	Grand Total
Grade K	17	*	*		28
Grade 1	17	*	*		27
Grade 2	20	*	*		29
Grade 3	19	13	*		37
Grade 4	13	12	*	*	29
Grade 5	11	14	*	*	29
Grand Total	97	61	17	*	179

2023 ELPAC Summative Listening Level					
Grade Level	1	2	3	4	Grand Total
Grade K	*	18	*		28
Grade 1	*	13	*		27
Grade 2	*	18	*		29
Grade 3	11	18	*		37
Grade 4	*	14	*		29
Grade 5	*	15	*		29
Grand Total	49	96	34		179

2023 ELPAC Summative Speaking Level					
Grade Level	1	2	3	4	Grand Total
Grade K	*	15	*		28
Grade 1	*	*	12		27
Grade 2	*	12	12		29
Grade 3	*	*	20		37
Grade 4	*	*	19		29
Grade 5	13	13	*		29
Grand Total	42	64	73		179

2022 ELPAC Summative Reading Level					
Grade Level	1	2	3	4	Grand Total

2022 ELPAC Summative Reading Level					
Grade K	19	*	*		28
Grade 1	17	*			27
Grade 2	21	*			29
Grade 3	23	14			37
Grade 4	15	11	*		29
Grade 5	*	17	*		29
Grand Total	105	67	*		179

2023 ELPAC Summative Writing Level					
Grade Level	1	2	3	4	Grand Total
Grade K	12	16			28
Grade 1	12	15			27
Grade 2	15	13	*		29
Grade 3	16	19	*		37
Grade 4	*	14	*		29
Grade 5	12	*	*		29
Grand Total	77	87	15		179

Conclusions based on this data:

1. Goals were met on our At-Risk of LTEL and RFEP students
2. Most students maintained a level 1, 2, 3 - 84
3. Third grade saw the most students decrease their scores.

School and Student Performance Data

iReady Diagnostic 3 Results

District Results

Reading - Diagnostic 3 2022-2023			
	Tier 1	Tier 2	Tier 3
MVWSD Overall	66%	17%	17%
Asian	89%	8%	3%
Hispanic/Latino	35%	30%	35%
White	83%	10%	7%
SWD	34%	21%	45%
Not SWD	70%	17%	14%
SED	32%	30%	38%
Not SED	82%	11%	7%
EL	23%	32%	45%
EO	81%	12%	7%
IFEP	89%	9%	2%
RFEP	65%	17%	17%
0	78%	22%	0%
1	65%	28%	7%
2	67%	19%	14%
3	71%	9%	20%
4	66%	20%	14%
5	64%	17%	18%
6	56%	13%	31%
7	63%	11%	26%
8	61%	13%	26%

Reading Annual Typical Growth 2022-2023 Students meeting their yearly growth targets	Met	Not Met
MVWSD Overall	61%	39%
Asian	71%	29%
Hispanic/Latino	50%	50%
White	67%	33%

Reading Annual Typical Growth 2022-2023 Students meeting their yearly growth targets	Met	Not Met
SWD	52%	48%
Not SWD	62%	38%
SED	49%	51%
Not SED	66%	34%
EL	51%	49%
EO	64%	36%
IFEP	70%	30%
RFEP	56%	44%
0	63%	37%
1	60%	40%
2	65%	35%
3	65%	35%
4	63%	37%
5	65%	35%
6	54%	46%
7	57%	43%
8	53%	47%

Math - Diagnostic 3 2022-2023			
	Tier 1	Tier 2	Tier 3
MVWSD Overall	64%	21%	15%
Asian	91%	7%	2%
Hispanic/Latino	31%	37%	32%
White	84%	11%	5%
SWD	30%	28%	42%
Not SWD	68%	20%	12%
SED	28%	39%	33%
Not SED	82%	12%	6%
EL	23%	40%	37%
EO	79%	14%	7%
IFEP	86%	12%	2%

Math - Diagnostic 3 2022-2023			
RFEP	63%	19%	18%
0	71%	29%	0%
1	65%	31%	4%
2	63%	28%	9%
3	67%	20%	13%
4	69%	15%	16%
5	69%	14%	17%
6	59%	17%	24%
7	57%	16%	27%
8	57%	14%	29%

Math Annual Typical Growth 2022-2023 Students meeting their yearly growth targets	Met	Not Met
MVWSD Overall	59%	41%
Asian	69%	31%
Hispanic/Latino	47%	53%
White	66%	34%
SWD	47%	53%
Not SWD	61%	39%
SED	47%	53%
Not SED	65%	35%
EL	49%	51%
EO	63%	37%
IFEP	68%	32%
RFEP	54%	46%
0	59%	41%
1	59%	41%
2	62%	38%
3	64%	36%
4	59%	41%
5	69%	31%
6	55%	45%
7	56%	44%

Math Annual Typical Growth 2022-2023 Students meeting their yearly growth targets	Met	Not Met
8	48%	52%

MARIANO CASTRO ELEMENTARY SCHOOL

Reading - Diagnostic 3 2022-2023			
	Tier 1	Tier 2	Tier 3
MARIANO CASTRO ELEMENTARY SCHOOL Overall	26%	36%	38%
Asian	82%	18%	0%
Hispanic/Latino	18%	38%	43%
White	89%	11%	0%
SWD	11%	33%	56%
Not SWD	29%	36%	35%
SED	20%	38%	42%
Not SED	63%	24%	13%
EL	12%	38%	50%
EO	59%	29%	12%
IFEP	76%	24%	0%
RFEP	50%	44%	6%
0	55%	45%	0%
1	24%	59%	16%
2	26%	31%	44%
3	18%	29%	53%
4	17%	29%	54%
5	20%	26%	54%

Reading Annual Typical Growth 2022-2023 Students meeting their yearly growth targets	Met	Not Met
MARIANO CASTRO ELEMENTARY SCHOOL Overall	51%	49%
Asian	70%	30%
Hispanic/Latino	50%	50%
White	78%	22%
SWD	44%	56%
Not SWD	52%	48%
SED	50%	50%

Reading Annual Typical Growth 2022-2023 Students meeting their yearly growth targets	Met	Not Met
Not SED	59%	41%
EL	46%	54%
EO	61%	39%
IFEP	69%	31%
RFEP	69%	31%
0	54%	46%
1	32%	68%
2	46%	54%
3	37%	63%
4	67%	33%
5	63%	37%

Math - Diagnostic 3 2022-2023			
	Tier 1	Tier 2	Tier 3
MARIANO CASTRO ELEMENTARY SCHOOL Overall	24%	46%	29%
Asian	91%	9%	0%
Hispanic/Latino	18%	50%	33%
White	78%	22%	0%
SWD	8%	44%	47%
Not SWD	27%	47%	26%
SED	19%	48%	33%
Not SED	53%	39%	8%
EL	13%	49%	38%
EO	46%	44%	10%
IFEP	59%	41%	0%
RFEP	63%	31%	6%
0	43%	57%	0%
1	22%	68%	11%
2	21%	56%	23%
3	13%	37%	50%
4	21%	37%	42%

Math - Diagnostic 3 2022-2023			
5	26%	30%	43%

Math Annual Typical Growth 2022-2023 Students meeting their yearly growth targets	Met	Not Met
MARIANO CASTRO ELEMENTARY SCHOOL Overall	53%	47%
Asian	70%	30%
Hispanic/Latino	51%	49%
White	44%	56%
SWD	33%	67%
Not SWD	56%	44%
SED	53%	47%
Not SED	57%	43%
EL	48%	52%
EO	63%	37%
IFEP	56%	44%
RFEP	81%	19%
0	51%	49%
1	43%	57%
2	64%	36%
3	34%	66%
4	63%	37%
5	59%	41%

Conclusions based on this data:

1. Goal not met: Only 51% of students met their Annual Typical Growth Goal in ELA and only 53% met this goal in Math. These results are lower than the 21-22 school year.
2. 44% of our SWD met their Annual Typical Growth in Reading this year.
3. 81% of our RFEP students made ATG in Math this year

Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet student performance targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

School Goal 1: Academic Achievement - English Language Arts
LCAP Goal 1:
Develop and Implement effective and consistent instructional practices that meet the needs of all students.
Strategic Plan Goal Area #1:
Effective and consistent instructional practices that meet the needs of all students
School Goal 1: Academic Achievement - English Language Arts <ul style="list-style-type: none">• School Goal 1.a - CAASPP Goal• School Goal 1.b - One Year's Growth Goal
<p>By June 2024, there will be a 8-percentage point increase (from 22% to 30%) in the number of students meeting or exceeding standards in English Language Arts as measured by CAASPP (Gr 3-5)</p> <p>Subgroup goals: By June 2024 all subgroups will make the following gains:</p> <ul style="list-style-type: none">• Students with Disabilities (SWD): There will be a 10-percentage point increase from 5% to 15%• Socio-Economically Disadvantaged (SED): There will be a 8-percentage point increase from 17% to 25%• English Only (EO): There will be a 6 percentage point increase from 45% to 51%• Hispanic/ Latino: There will be a 9-percentage point increase from 15% to 24%• Asian - Less than 10 students, not reported• White - There will be a 3-percentage point increase from 75% to 78% <p>iReady ELA One-Year's Growth Goal:</p> <p>By June 2024, 100% of students will meet their yearly growth targets in Reading as measured by the iReady diagnostic assessments (K-8).</p>
Data Used to Form this Goal:
CAASPP data and iReady Diagnostic Assessment Data

Findings from the Analysis of this Data:

2022-2023 CAASPP

Overall Goal: 22% to 30% Meeting or Exceeding Standards

Goal Not Met: 22% Meeting or Exceeding Standards

Students with Disabilities Goal: 0% to 10%

Goal Not Met: 5% Meeting or Exceeding

Socio-Economically Disadvantaged (SED) Goal: 17% to 25%

Goal Not Met: 17% Meeting or Exceeding

English Only Goal: 33% to 40%

Goal Met: 45% Meeting or Exceeding

Hispanic/Latino Goals: 18% to 26%

Goal Not Met: 15% Meeting or Exceeding

Asian: Less than 10 students 2023-2024, not reported

White: Less than 10 students 2022-2023, not reported

Students with Disabilities Goal: 35% to 42% Meeting Growth Target

Goal Met: 44% Meeting Growth Target

Socio-Economically Disadvantaged (SED) Goal: 62% to 66% Meeting Growth Target

Goal Not Met: 50% Meeting Growth Target

English Only Goal: 65% to 69%

Goal Not Met: 61% Meeting Growth Target

Hispanic/Latino Goals: 63% to 67%

Goal Not Met: 50% Meeting Growth Target

Asian Goal: 57% to 61%

Goal Met: 70% Meeting Growth Target

White Goal: 45% to 51%

Goal Met: 78% Meeting Growth Target

For 2022-2023, Castro School did not exceed the District Annual Typical Growth with 51% of students making their Annual Typical Growth. District Annual Typical Growth was 61%.

How the School will Evaluate the Progress of this Goal:

We will use common formative assessment data, grade level collaboration logs (evidence of CFA data analysis and student grouping), Universal Data Cycle documents, Benchmark Advance, iReady and CAASPP data, observations and feedback on the use of RTI and WIN time

What short-term outcomes will you expect?

Teachers will regroup for RTI and WIN time within the first two weeks of school based on iReady Diagnostic and ELPAC data. Teachers will conduct Data Review meetings (following Universal Data Cycle protocol and UDC calendar) to identify student needs and set goals.

What early evidence of change will demonstrate the school is on track?

Students will meet at least 40% of Annual Typical Growth on iReady Diagnostic 2 in November.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Ensure students have access to school materials, resources, and supplies for classroom instruction and homework.	Ongoing	Principal, teachers, secretary	school supplies	4000-4999: Books And Supplies	School Allocation	5000
			Materials for unduplicated students	4000-4999: Books And Supplies	TSSP	2000
Reading Intervention Support with Early Literacy Team in grades K-2	Ongoing	Teachers, Early Literacy Team	District Paid			
Implement Response to Instruction (Tiered Instruction) and STEAM (Science, Technology, Engineering, Art, Math) Program. <ul style="list-style-type: none"> Each classroom will rotate twice a week, in small groups for RTI, and will receive STEAM instruction. The grouping of students will be done by the grade level teachers based on the students' ability level in target areas and will change at least every six weeks. While one group of students is with the STEAM teacher, another small group will stay with their classroom teacher 	Throughout the year	Principal, Coaches, Teachers	Science curriculum and materials Materials for use in goal setting, and copies of materials for reading intervention Supplemental resources during WIN time to support reading instruction. Headphones	4000-4999: Books And Supplies	TSSP	2000

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
to receive tiered level of instruction that extends in their learning or help with topics the students did not understand.						
Instructional Leadership Team - group of teacher representatives and coach to work with the principal to develop and monitor core school-wide instructional strategies with a specific focus on unduplicated students. Meetings will be held twice monthly.	monthly	Principal, Instructional Leadership Team	hourly rate	1000-1999: Certificated Personnel Salaries	TSSP	2600
			benefits	3000-3999: Employee Benefits	TSSP	400
Instructional coach to support teachers in all aspects of instruction, specifically vocabulary instruction and informational text, through coaching cycles, and professional development.	August-June	Principal	Salary	1000-1999: Certificated Personnel Salaries	Title I	48500
			Benefits	3000-3999: Employee Benefits	Title I	10500
<p>Teachers will analyze student data in 9 week cycles, using the District Universal Data Cycle</p> <ul style="list-style-type: none"> Using this data, teachers will develop action plans using the four PLC Questions -What do we want our students to know? -How will we know that they have learned it? -What will we do if they haven't learned it? -What will we do if they have learned it? <p>At the end of each cycle, teachers will reflect on their Action Plan and create new action plans based on student data.</p>	August, October, January, May	Principal, Instructional Coach, Teachers	Professional Responsibility			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
<ul style="list-style-type: none"> *UDC will be used to identify students who need further intervention 						
Teachers will work with grade level partners and coach weekly to collaborate on instruction and next steps. Grade levels will submit weekly collaboration logs.	Weekly Collaboration	Principal, Instructional Coach, Teachers	Professional Responsibility			
Principal will conduct regular targeted classroom walkthroughs and give feedback on Reading Instruction	Ongoing	Principal				
i-Ready and Literably <ul style="list-style-type: none"> Provide Diagnostics for math and ELA in August, December, and May Teachers will use the iReady Data to create unit and lesson plans to teach grade level content and accelerate any unfinished learning of previous years foundational standards. Teachers will goal set with students to make ATG by the 3rd diagnostic to have students be active participants in their learning Teacher will monitor student use of iReady, as well as passing rate and make adjustments as necessary to the learning path or lessons 	Ongoing	Principal, Instructional Coach	Materials, Headphones Materials	4000-4999: Books And Supplies 4000-4999: Books And Supplies	TSSP School Allocation	2000 500

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
<ul style="list-style-type: none"> Teachers provide Phonics, and Reading instruction based on Science of Reading concepts and provide scaffolds for tier 2 & 3 students in ELA. Kindergarten teachers to supplement ELA phonics and reading instruction with Core Knowledge and Heggerty. First Grade teachers will implement Sound Sensible and SPIRE for students below grade level. They will also supplement instruction using Core Knowledge. In grades 2-5, implement Sound Sensible and SPIRE for students reading two or more grade levels below Teachers use District Adopted Benchmark Advance Curriculum to teach Reading Comprehension with a focus on Informational Text 	Ongoing	Principal, Coach, Teachers	SPIRE materials, Core Knowledge Decodable Readers	4000-4999: Books And Supplies	TSSP	5000
Students monitor their growth using data binders and goal setting sessions with teachers. Using i-Ready diagnostic, students will set their goal using the point gain for "Annual Typical Growth" and check progress	iReady Diagnostic review and goal setting in August, November and May	Principal, Teachers	Copying, Data Binders, Materials for goal setting Copying, Data Binders, Materials for goal setting	4000-4999: Books And Supplies 4000-4999: Books And Supplies	TSSP School Allocation	3000 500

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
<p>toward that goal by reviewing their score change after D2, and D3.</p> <ul style="list-style-type: none"> Students create goals to meet annual typical growth for both ELA and Math. Teachers meet with students to create personalized action steps in order to meet their goals based on diagnostic data. Student "Annual Typical Growth" goals are individualized and emphasize growth in skills and ability, not just "meeting standard." 						
Analyze data from benchmarks, observations and feedback and revise plan as needed	Ongoing	Principal, SSC				
Implement new or revised strategies based on revision of plan	Ongoing	Principal, Teachers, SSC				

Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet student performance targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

School Goal 2: Academic Achievement - Math
LCAP Goal 1:
Develop and Implement effective and consistent instructional practices that meet the needs of all students.
Strategic Plan Goal Area #1:
Effective and consistent instructional practices that meet the needs of all students
School Goal 2: Academic Achievement - Math <ul style="list-style-type: none">• School Goal 2.a - CAASPP Goal• School Goal 2.b - One Year's Growth Goal
<p>CAASPP Math Goal:</p> <p>By June 2024, there will be a 8-percentage point increase (from 17% to 25%) in the number of students meeting or exceeding standards in Math as measured by CAASPP (Gr 3-5)</p> <p>Subgroup goals: By June 2023 all subgroups will make the following gains:</p> <ul style="list-style-type: none">• Students with Disabilities (SWD): There will be a 10-percentage point increase from 5% to 15%• Socio-Economically Disadvantaged (SED): There will be a 9-percentage point increase from 13% to 22%• English Only (EO): There will be a 6-percentage point increase from 39% to 45%• Hispanic/ Latino: There will be a 9-percentage point increase from 11% to 20%• Asian: Less than 10 students, not reported• White: There will be a 5-percentage point increase from 50% to 55% <p>iReady Math One-Year's Growth Goal:</p> <p>By June 2024, 100% of students will meet their yearly growth targets in Math as measured by the iReady diagnostic assessments (K-8).</p>
Data Used to Form this Goal:
CAASPP results Spring 2023 District assessments iReady diagnostics 2022-2023

Findings from the Analysis of this Data:

2022-2023 CAASPP

Overall Goal: 24% meeting or exceeding standards

Goal Not Met: 17% Meeting or Exceeding Standards

Students with Disabilities Goal: 4% to 14% meeting or exceeding standards

Goal Not Met: 5% Meeting or Exceeding

Socio-Economically Disadvantaged (SED) Goal: 13% to 22%

Goal Not Met: 13% Meeting or Exceeding

English Only Goal: 71% to 74%

Goal Met: 39% Meeting or Exceeding

Hispanic/Latino Goals: 12% to 21%

Goal Not Met: 11% Meeting or Exceeding

Asian: Less than 10 students 2023-2024, not reported

White: Less than 10 students 2022-2023, not reported

For 2022-2023, Castro School did not exceed the District Annual Typical Growth with 51% of students making their Annual Typical Growth. District Annual Typical Growth was 61%.

How the School will Evaluate the Progress of this Goal:

We will use common formative assessment data, grade level collaboration logs (evidence of CFA data analysis and student grouping), Universal Data Cycle documents, Eureka Math End of Module Assessments, iReady and CAASPP data, observations and feedback.

What short-term outcomes will you expect?

Teachers will plan math instruction based on iReady Diagnostic data. Teachers will conduct Data Review meetings (following Universal Data Cycle protocol and UDC calendar) to identify student needs and set goals.

What early evidence of change will demonstrate the school is on track?

Students will meet at least 40% of Annual Typical Growth on iReady Diagnostic 2 in November.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Teachers will analyze data every 9 weeks as part of the District Data Protocol. Teachers will use this data	August, October, December, February, April and	Principal, Instructional coaches,	Cost in goal 1			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
to determine next instructional actions to meet students needs for whole class, and all subgroups. The teachers will set student growth goals based on the information and monitor progress weekly through PLCs.	June. Weekly	Teacher				
In order to help students meet their ATG goals, teachers will implement regular fluency practice, focusing on unduplicated students.	Ongoing	Teachers	Fluency Practice Materials	4000-4999: Books And Supplies	TSSP	1000
Principal will conduct regular targeted classroom walkthroughs and give feedback on math instruction	Ongoing	Principal				
Instructional coach will support principal and teachers in all aspects of instruction through coaching cycles and providing professional development.	Ongoing	Principal Instructional Coach Teachers	Salary	1000-1999: Certificated Personnel Salaries	Title I	48500
			Benefits	3000-3999: Employee Benefits	Title I	10500
Teachers will implement all aspects of Eureka Math with fidelity, including spiral review.	Ongoing	Principal Teachers Instructional Coach	Cost in Goal 1			
Teachers will provide small group math instruction targeting student needs with special attention paid to unduplicated students. <ul style="list-style-type: none"> All teachers to provide progress monitoring assessments throughout the school year. Teachers will share the 	Ongoing	Principal Instructional coach Teachers	Materials and manipulatives	4000-4999: Books And Supplies	TSSP	1000

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
<p>results with students using their "data binder" and look for improvements as well as areas for the student to focus.</p> <ul style="list-style-type: none"> Teachers will adjust small group instruction to target student need based on assessment data. These assessments will include the unit assessments from Eureka, common formative assessments from PLC collaboration, and iReady diagnostics. 						
<p>i-Ready and Differentiation</p> <ul style="list-style-type: none"> Provide Diagnostics for math in August, December, and May Teacher creates unit plans based on Diagnostic Results to identify areas of unfinished learning as well as areas of strength Teachers will goal set with students to make ATG by the 3rd diagnostic to have students be active participants in their learning Teachers will plan instruction based on what students will need to make their ATG 	Ongoing	Principal, Teachers	Cost in Goal 1			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
<p>Students monitor their growth using data binders and goal setting sessions with teachers. Using i-Ready diagnostic, students will set their goal using the point gain for "Annual Typical Growth" and check progress toward that goal by reviewing their score change after D2, and D3.</p> <ul style="list-style-type: none"> Teacher meets with students to create personalized actions to meet goals based on assessment data Student "Annual Typical Growth" goals are individualized and emphasize growth in skills and ability, not just "meeting standard." 	Ongoing	Principal Teachers Instructional Coaches	Cost in goal 1			
Ensure students have access to school materials, resources, and supplies for classroom instruction.	Ongoing	Teachers Principal Secretary	Cost in Goal 1			
Implement new or revised strategies based on revision of plan	Ongoing	Principal, Teachers, SSC				
Analyze data from benchmarks, observations, and feedback and revise plan as needed	August-June	Principal	Salary	1000-1999: Certificated Personnel Salaries	Title I	48500
			Benefits	3000-3999: Employee Benefits	Title I	10500

Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet student performance targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

School Goal 3 - Academic Achievement - English Language Learners
LCAP Goal 1:
Develop and Implement effective and consistent instructional practices that meet the needs of all students.
Strategic Plan Goal Area #1:
Effective and consistent instructional practices that meet the needs of all students
School Goal 3: Academic Achievement - English Language Learners <ul style="list-style-type: none">● School Goal 3.a - LTEL/At-Risk Goal● School Goal 3.b - RFEP Goal● School Goal 3.c - ELPAC Goal
At-Risk Long-Term ELs Goal (3rd-5th grade) *By June 2024, the number of LTEL/At-Risk of becoming LTEL students will be reduced by 20%. There will be a reduction in the number of students meeting state criteria for At-Risk of LTEL status from 21 to 17. RFEP Goal - *By June 2024, there will be a 3 percentage point increase (from 75% to 78%) in the number of RFEP (reclassified fluent English proficient) students meeting or exceeding standards in English Language Arts as measured by the CAASPP. ELPAC Goal- *By June 2024, 100% of all English Learners that score a Level 4 on the ELPAC will reclassify. The percentage of ELs scoring at least one overall level higher (or maintaining a 4) as compared to the previous year will increase from 32% to 39% Key Strategies/Actions: SIOP Integrated ELD Instruction Designated ELD Instruction Review/Train teachers ELPAC Assessments and Scoring Parent Workshops EL, Newcomer, and RFEP progress monitoring

Data Used to Form this Goal:
ELPAC Scores 2022-23, Reclassification numbers 2022-23, CAASPP 2023
Findings from the Analysis of this Data:
We met our last year's goal for LTELs and RFEP students.
How the School will Evaluate the Progress of this Goal:
Classroom observations of students using language Student academic progress on district assessments (iReady, Literably, District Writing Assessment) ELPAC scores and the number of students at L4

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
150 minutes of Designated English Language Development for English Learners. <ul style="list-style-type: none"> Teachers will focus in the language demands of the core content by providing targeted instruction that previews or reviews content vocabulary, language functions, the required grammatical forms that match the function, and differentiate forms, functions, and vocabulary according to ELPAC level and sequence of development. Teachers use Learning A-Z ELL Edition for target EL instruction and assessment Teachers will be trained on Designated ELD strategies by coaches 	Ongoing	Principal, Teachers	Materials to support Designated ELD instruction Professional responsibility	4000-4999: Books And Supplies	TSSP	3000

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Newcomer Support Class - Newcomer Students to meet twice a week with a newcomer support teacher.	Ongoing	District Newcomer Teacher	District paid			
Implement Integrated ELD using SIOP strategies focusing on Key Vocabulary, Language & Content Objectives, Student Interactions and Comprehensible Input	Ongoing. Original PD in Aug 2023	Principal, Coaches, Teachers				
Conduct EL, Newcomer, and RFEP progress monitoring using district benchmarks and common formative assessments during PLC 1 time per month. <ul style="list-style-type: none"> Progress is saved and shared with students via their data binder and goal setting conversations. Teachers will make data-based adjustments to instruction/content in order to support students as needed. 	Quarterly	Principal and Instructional coach monitor. Teachers track progress with students				
Provide teachers with professional learning on the English Language assessment ELPAC. Invite ELPAC Coordinator to go over release questions and ELPAC rubric in January. <ul style="list-style-type: none"> Additionally provide teachers with Designated ELD strategies. PD will be delivered during staff meeting time. Teachers will make sure 	Ongoing	Principal and Instructional Coaches, ELPAC Coordinator	Professional Responsibility			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
they are addressing the rigor of language required in the ELPAC during ELD instruction						
Provide Parent Education workshops around the ELPAC assessment to inform parents about: what the ELPAC is, how to support students during the assessment windows, and what are the requirements for reclassification.	Ongoing	Principal, Coach, SCEF	Workshop Teaching	2000-2999: Classified Personnel Salaries	Parent Engagement (PIQE/FEI/PU)	1000
			Workshop Materials	4000-4999: Books And Supplies	Parent Engagement (PIQE/FEI/PU)	2000
SCEFs will create Individual Newcomer Success Plans in collaboration with the teachers. The SCEF and teacher will provide families with a copy of the plan and clarify any questions; the teacher will present the plan to the student when the plan is created (Beginning of year or upon enrollment). The plan will be reviewed at Parent-Teacher conferences and the teacher will provide evidence of growth and next steps will be recorded on the plan.	Ongoing	Principal, SCEF, Teachers				
Provide real-life experiences for students to enhance their experience with topics in the classroom through field trips and guest speakers.	Ongoing	Teachers	Field Trips, Guest Speakers		TSSP	2000
Implement new or revised strategies based on revision of plan	Ongoing	Principal, Teachers, SSC				
Analyze data from benchmarks, observations, and feedback and revise plan as needed	Ongoing	Principal, SSC				

Planned Improvements in Student Performance

School Goal #4

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet student performance targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

School Goal 4 - Social-Emotional Health and Wellness
LCAP Goal 2:
Develop and implement programs and processes to equitably and effectively support students' social-emotional health and behavior.
Strategic Plan Goal Area #2:
Student Social Emotional Health
School Goal 4: Social-Emotional Health and Wellness <ul style="list-style-type: none">• School Goal 4.a - Parent Goal• School Goal 4.b - Student Goal
<p>Sown to Grow Goal:</p> <p>*By June 2024, Sown to Grow Student Check-in / Teacher Feedback rate will improve greater than 10%</p> <p>Parent Goal -</p> <p>*By June 2024, there will be a 2-percentage point increase from 83% to 85% in the number of parents who agree or strongly agree that their students' social emotional needs were met as measured by the LCAP/Climate Survey</p> <p>Student Goal -</p> <p>*By June 2024, there will be a 3-percentage point increase from 67% to 70% in the number of students who agreed or strongly agreed that students at my school are treated with respect as measured by the LCAP/Climate Survey.</p> <p>Behavior Goal 1:</p> <ul style="list-style-type: none">• By June 2024, there will be <p>a 4% point decrease from 65% to 61% for Hispanic/Latino students measured by the school suspension disproportionality data.</p> <p>a 7% point decrease from 33% to 26% for White students as measured by the school suspension disproportionality data.</p> <p>a 6% point decrease from 40% to 34% for Students With Disabilities as measured by the school suspension disproportionality data.</p> <p>a 2% point decrease from 79% to 77% for English Learners as measured by the school suspension disproportionality data.</p> <p>Behavior Goal 2:</p> <p>By June 2024, there will be a 2% increase from 78% to 80% in the number of students who agreed or strongly agreed that there are clear and fair consequences for breaking rules at my school as measured by the LCAP/Climate Survey.</p>

Data Used to Form this Goal:

Survey of students from LCAP 2022-23
Attendance rates from 2023
Discipline data from 2023
Sown to Grow Student Check In/Teacher Feedback Data

Findings from the Analysis of this Data:

Last Year's Goals:

Parent Goal -

By June 2023, there will be a 2-percentage point increase from 79% to 81% in the number of parents who agree or strongly agree that their students' social emotional needs were met as measured by the LCAP/Climate Survey
GOAL MET (83%)

Student Goals -

By June 2023, there will be a 4-percentage point increase from 62% to 66% in the number of students who agreed or strongly agreed that my school focuses on a student's character as measured by the LCAP/Climate Survey.
GOAL MET (73%)

By June 2023, there will be a 1 percentage point increase from 91% to 92% in the number of students who agreed or strongly agreed with the statement "I have friends at school" as measured by the LCAP/Climate Survey
GOAL NOT MET (89%)

By June 2023, there will be a 1 percentage point increase from 87% to 88% in the number of students who agreed or strongly agreed with the statement "I trust my teachers" as measured by the LCAP/Climate Survey
GOAL NOT MET (85%)

By June 2023, there will be a 2 percentage point increase from 76% to 78% in the number of students who agreed or strongly agreed with the statement "I trust my principal" as measured by the LCAP/Climate Survey
GOAL MET (81%)

By June 2023, there will be a 2 percentage point increase from 76% to 78% in the number of students who agreed or strongly agreed with the statement "Adults at school care about my success" as measured by the LCAP/Climate Survey
GOAL MET (80%)

How the School will Evaluate the Progress of this Goal:

Student LCAP surveys – March 2023
Attendance and discipline data
Sown to Grow SEL check in data

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Continue to use the Dolphin Way to reinforce behavior expectations.	Aug 2023 and ongoing	Principal and Leadership team, ARIS				
Revise and clarify the school wide behavior matrix on student expected behaviors in the different areas of the school. Align expected behaviors to school's core values of Be Safe, Be Respectful, Be Responsible, and Be Perseverant.	August 2023	Principal and Behavior Committee	Professional Responsibility			
Teachers will teach students the behavior matrix expectations, "The Dolphin Way," as part of the welcome back and orientation activities the first 3 days of school. Teachers will use common vocabulary, and examples/non-examples to teach all expectations. Each trimester, we will revisit the Dolphin Way in a whole-school rodeo.	August 2023	Principal, Teachers, support staff				
Use District-standardized Major Behavior Incident Referral form and train certificated and classified staff on how to fill out and the discipline process. Review the process with teachers midyear with an emphasis on trends in the data from the Major Behavior Incident Referral form using the District Data Protocol.	Aug. 2023 and ongoing	ARIS, teachers, Principal				
Implement a Student recognition system for students who show the	Ongoing	Principal, ARIS, Staff, Classroom	Incentives and recognitions	4000-4999: Books And Supplies	School Allocation	1000

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
<p>desired expectations or core values. The recognition system will include a token economy where students can earn a "Dolphin Dollar" for following/meeting/demonstrating the expectations or core values. Students can save the Dolphin Dollars that can be used at a student store filled with prizes that vary in cost from 1 to 150 Dolphin Dollars.</p> <ul style="list-style-type: none"> Monthly Personal Success assemblies will be held to recognize student success or growth in Math, Writing, Language Arts, The Dolphin Way, and Self Improvement. Parents will be invited to attend. 		teachers	Incentives and Recognitions for Unduplicated Students	4000-4999: Books And Supplies	TSSP	1000
<p>Provide individual and group counseling services to students through the Wellness Center, CHAC, or Pacific Clinics. Principal and SCEFs will oversee the counseling referral process and be the liaison between the school, families, and the counseling providers. Additionally they will gather data on the concerns from teachers and parents, coordinate paperwork and consent, determine the most appropriate placement based on student concerns, and look for trends or patterns in the referrals.</p> <ul style="list-style-type: none"> The Principal and Wellness Center Staff will meet weekly with all clinicians on campus to look at 	Ongoing	Principal, COST Coordinator, CHAC, Pacific Clinics, COST Team				

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
progress, problem solve, offer support, and assure that referred students are receiving services. The COST Team will gather pre and post data from teachers to determine the level of change in a student for participating in counseling cycles.						
<ul style="list-style-type: none"> Parent University Extension sessions on effective communication with teachers, Parent "Cafecitos" discussions based on site and community needs 	3x a year for Parent U Cafecitos monthly	Principal, SCEF	hourly rate Materials for Parent U Extensions	2000-2999: Classified Personnel Salaries 4000-4999: Books And Supplies	TSSP Parent Engagement (PIQE/FEI/PU)	1000 3000
Utilize Sown to Grow to gauge student socio-emotional health. <ul style="list-style-type: none"> Analyze Data from Sown to Grow Determine school based actions from Sown to Grow results with Instructional Leadership Team and COST team. 	Ongoing	Principal, COST Team and Instructional Leadership Team	Instructional Leadership Team Meetings Professional Responsibility	1000-1999: Certificated Personnel Salaries	TSSP	1000
Support Castro Wellness Center in partnership with SCCOE to create a resource and space for staff and students to learn to regulate emotions in order to improve in class behavior and time on task. <ul style="list-style-type: none"> Students will have access to counseling services through Wellness Center. 	Ongoing	Principal Wellness center staff				

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Hire additional SCEF to support student and family referrals to mental health services, as well as support family engagement.	Ongoing	Principal	Salary	1000-1999: Certificated Personnel Salaries	Title I	40000
			Benefits	3000-3999: Employee Benefits	Title I	13000
Implement new or revised strategies based on revision of plan	Ongoing	Principal, Teachers, SSC				
Analyze data from benchmarks, observations, and feedback and revise plan as needed	Ongoing	Principal, Teachers, SSC				

Planned Improvements in Student Performance

School Goal #5

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet student performance targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

School Goal 5 - Inclusive and Welcoming Culture
LCAP Goal 3:
Cultivate and maintain an inclusive and welcoming culture that acknowledges, embraces, and empowers all stakeholders.
Strategic Plan Goal Area # 3:
Inclusive and welcoming culture
School Goal 5: Inclusive and Welcoming Culture <ul style="list-style-type: none">● School Goal 5.a - Attendance Goal● School Goal 5.b - Chronic Absenteeism Goal● School Goal 5.c - Welcoming Environment Goal
Attendance Goal - By June 2024, the average student attendance rate for the school will be at or above 97%. It is currently 91.57% Chronic Absenteeism Goal - By June 2024, the average chronic absenteeism rate for subgroups will decrease by 3% from 28.8% to 25.8% based on District Chronic Absenteeism Data. Welcoming Environment Goal - By June 2024, there will be a 1% increase from 93% to 94% in the number of parents who agree or strongly agree with the statement "My school creates a welcoming environment for all families" as measured by the annual LCAP/ Climate Survey
Data Used to Form this Goal:
Attendance rates, Absentee rates, LCAP survey data

Findings from the Analysis of this Data:**Goal #5 Inclusive and Welcoming Culture****Attendance Goal -**

By June 2023, the average student attendance rate for the school will be at or above 97%. It is currently 88%

GOAL NOT MET - 91.5%

Chronic Absenteeism Goal -

By June 2023, the average chronic absenteeism rate for subgroups will decrease by 3% from 31% to 28% based on District Chronic Absenteeism Data.

GOAL SLIGHTLY MET 25.8%

Welcoming Environment Goal -

By June 2023, there will be a 1% increase from 93% to 94% in the number of parents who agree or strongly agree with the statement "My school creates a welcoming environment for all families" as measured by the annual LCAP/ Climate Survey

GOAL NOT MET - stayed the same

How the School will Evaluate the Progress of this Goal:

Monthly attendance checks.

Review of attendance data pulled from Powerschool.

Attendance at events held on campus by PTA and hosted by the school site.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Provide a safe and healthy campus for students, staff, and parents. <ul style="list-style-type: none">Ensure that all learning environments are equitable with supplies and furniture to support a flexible and inclusive learning environment. This will create a welcoming environment where all students will feel successful and want to come to school.	Ongoing	Principal, SLS Coordinator, SCEF	Materials	4000-4999: Books And Supplies	TSSP	6000
Parent University Extension Series and Parent U Seminario to support parents in various areas - attendance,	23-24 School Year	Principal, SCEF	Materials, Fees for Speakers	5000-5999: Services And Other Operating Expenditures	Parent Engagement (PIQE/FEI/PU)	5000

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
supporting behavior, SEL, how to support students in reading, etc.						
School Attendance recognitions. <ul style="list-style-type: none"> On a monthly basis, students meeting attendance goals will receive recognition in the form of brag tags. Classrooms meeting attendance goals will receive recognition and rewards Another area of recognition will be for chronically absent students who make improvements from one month to the next; these students will receive a reward for improvement. "At School On Time" awards. Daily, two students who are at school on time that day will randomly be chosen to receive a prize. 	Ongoing	Principal, Secretary, SCEF	Materials Materials	4000-4999: Books And Supplies 4000-4999: Books And Supplies	TSSP School Allocation	1500 500
Maintain current and engaging website, Facebook, and Instagram pages <ul style="list-style-type: none"> This will build the community feeling at Castro Showcasing students and student work will bring parents into the classroom This will also allow parents to see important school news or events they 	Ongoing	Principal	Professional responsibility			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
might not have read about in the newsletter						
Principal Coffees to support parent understanding of iReady reports, ELPAC reports, report cards, CAASPP, PBS, Emotional Regulation	Monthly	Principal, SCEF, At-Risk Supervisor	Materials	4000-4999: Books And Supplies	Parent Engagement (PIQE/FEI/PU)	5000
Build relationships in the school community through monthly assemblies and school wide events Monthly Dolphin Pride Assemblies Harvest Festival in October, Festival of Lights in December, Science Night in March and Spring Wellness Faire in May	Ongoing	Principal, Teachers, SCEF	Materials	4000-4999: Books And Supplies	Parent Engagement (PIQE/FEI/PU)	5000
			Materials	0000: Unrestricted	School Allocation	1000
Use Sown to Grow Data to help guide staff development sessions, and SEL assemblies.	Ongoing	Principal, Leadership team	Cost in goal 1			
Send out Weekly Communication Newsletter with School and District News.	Weekly	Principal, Secretary, SCEF				
Hire an additional SCEF to support students and families with social-emotional needs including counseling and case management support.	August-June	Principal	Salary	1000-1999: Certificated Personnel Salaries	Title I	40000
			Benefits	3000-3999: Employee Benefits	Title I	13000
Extend hours of school clerk to support families with attendance, scheduling meetings with teachers, and connecting with community resources.	August-June	Principal	Salary	0001-0999: Unrestricted: Locally Defined	Title I	6000
			Benefits	3000-3999: Employee Benefits	Title I	4100
Teacher training on student behavior expectations, procedures and norms	August-June	Principal	Professional Responsibility			
Analyze data from benchmarks, observations, and feedback and revise plan as needed	Ongoing	Principal, Teachers, School Site Council				

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Implement new or revised strategies based on revision of plan	Ongoing	Principal, Teachers				

Summary of Expenditures in this Plan

Total Allocations and Expenditures by Funding Source

Total Allocations by Funding Source

Funding Source	Allocation 75%	Allocation 100%	Balance (Allocations-
School Allocation	19,050	25,400	16,900.00
TSSP	33,450	44,600	10,100.00
Parent Engagement	25,424	25,424	4,424.00

Total Expenditures by Funding Source

Funding Source	Total Expenditures
Parent Engagement (PIQE/FEI/PU)	21,000.00
School Allocation	8,500.00
Title I	293,100.00
TSSP	34,500.00

Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures
	2,000.00
0000: Unrestricted	1,000.00
0001-0999: Unrestricted: Locally Defined	6,000.00
1000-1999: Certificated Personnel Salaries	229,100.00
2000-2999: Classified Personnel Salaries	2,000.00
3000-3999: Employee Benefits	62,000.00
4000-4999: Books And Supplies	50,000.00
5000-5999: Services And Other Operating Expenditures	5,000.00

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
2000-2999: Classified Personnel Salaries	Parent Engagement (PIQE/FEI/PU)	1,000.00
4000-4999: Books And Supplies	Parent Engagement (PIQE/FEI/PU)	15,000.00
5000-5999: Services And Other Operating	Parent Engagement (PIQE/FEI/PU)	5,000.00
0000: Unrestricted	School Allocation	1,000.00
4000-4999: Books And Supplies	School Allocation	7,500.00
0001-0999: Unrestricted: Locally Defined	Title I	6,000.00
1000-1999: Certificated Personnel Salaries	Title I	225,500.00
3000-3999: Employee Benefits	Title I	61,600.00
	TSSP	2,000.00
1000-1999: Certificated Personnel Salaries	TSSP	3,600.00
2000-2999: Classified Personnel Salaries	TSSP	1,000.00
3000-3999: Employee Benefits	TSSP	400.00
4000-4999: Books And Supplies	TSSP	27,500.00

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	82,000.00
Goal 2	120,000.00
Goal 3	8,000.00
Goal 4	60,000.00
Goal 5	87,100.00

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Jacqueline Keirns	X				
Kaitlin Chernikoff		X			
Elizabeth Llamas			X		
Jonathan Pettey				X	
Amy Bucher				X	
Alice Bowie (non-voting)		X			
Tuhin Guha				X	
Numbers of members of each category:	1	2	1	3	

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

ELAC Membership

Name of ELAC Member	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Fabiola Contreras, President				X	
Yahaira Cueva, DELAC rep				X	
Jackee Keirns, Principal	X				
Miguel Meza, SCEF			X		
Danielle Kosiorek, Instructional Coach			X		
Nicole Data, STEAM Teacher		X			
Numbers of ELAC Members of each category:	1	1	2	2	

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s) to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan (Check those that apply):

X English Learner Advisory Committee



Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on 12/14/23.

Attested:

Jacqueline Keirns

Typed Name of School Principal



Signature of School Principal

12/15/23

Date

Jonathan Pettey

Typed Name of SSC Chairperson



Signature of SSC Chairperson

12/15/23

Date

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Quarterly Report on Williams Uniform Complaints

Estimated Time:

Person Responsible: Cathy Baur, Chief Academic Officer

Background:

In accordance with Education Code 335186(c), the District must report summarized data on the nature and resolution of all Williams Uniform Complaints to the Board of Trustees of the school district and the county superintendent on a quarterly basis.

Fiscal Implication:

None.

Recommended Action:

That the Board of Trustees accept the Quarterly Report, as presented.

ATTACHMENTS:

Description	Type	Upload Date
Quarterly Williams Report	Backup Material	1/3/2024

Academic School Year 2023-24
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186]

District:

Person completing this form:

Title:

Quarterly Report Submission Date:

Jul 1 – Sep 30, 2023 (due Oct 27, 2023)

(Please check one)

Oct 1 – Dec 31, 2023 (due Jan 27, 2024)

Jan 1 – Mar 31, 2024 (due Apr 27, 2024)

Apr 1 – Jun 30, 2024 (due Jul 27, 2024)

Date for information to be reported publicly at governing board meeting:

Please check the box that applies:

No complaints were filed with any school in the district during the quarter indicated above.

Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

GENERAL SUBJECT AREA	TOTAL # OF COMPLAINTS	# RESOLVED	# UNRESOLVED
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignments			
Facilities Conditions			
TOTALS			

Print Name of District Superintendent

Signature of District Superintendent

Date

Please scan the original signed copy and email to:
Santa Clara County Office of Education – Equity and Educational Progress Division
Williams Settlement, wsettlement@sccoe.org

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Construction Management Agreement for Staff Housing with Mountain View Owners LLC

Estimated Time:

Person Responsible:

Rebecca Westover, Ed.D., Chief Business Officer

Background:

As a condition to the City of Mountain View's issuance of a certificate of occupancy to the market rate housing, a certificate of occupancy must first be issued to the District for staff housing. As such, the ability of a construction manager to successfully develop the Market-Rate Housing is tied to the District's timely development of its staff housing project. Therefore, given the relationship between the District and Construction Manager and concurrent development and construction of the Market-Rate Housing and staff housing the District and Construction Manager concluded it is in the best interest of both parties for the District to engage Construction Manager to provide construction management services to the District in connection the construction of its staff housing project.

The Board previously approved the cost as part of the Second Amendment to Reimbursement Agreement between MVWSD and Mountain View Owners LLC for District Employee Housing Project on June 2, 2022. There is no additional cost to the District.

Fiscal Implication:

The amount previously set aside for the Construction Management in this contract is \$5,357,825.

Recommended Action:

It is recommended that the Board of Trustees approve the contract, as presented.

ATTACHMENTS:

Description	Type	Upload Date
Construction Management Agreement- MVO	Backup Material	1/3/2024

CONSTRUCTION MANAGEMENT AGREEMENT

THIS CONSTRUCTION MANAGEMENT AGREEMENT (the “**Agreement**”) is made and executed on _____, 202____ (the “**Effective Date**”), by and between the Mountain View Whisman School District (the “**District**”); and Mountain View Owners LLC (the “**Construction Manager**”); and is made with the reference to the following facts and objectives:

RECITALS

A. WHEREAS, Construction Manager is the owner of that certain real property located at 777 West Middlefield Road, Mountain View, California, described in **Exhibit A** (Property: Map and Legal Description, Plus Street Address), attached hereto and incorporated herein by this reference, and by Assessor's Parcel Number(s): 153-24-005 (“**Property**”).

B. WHEREAS, the District leased a 1.8 acre parcel of the Property (“**Lot 2**”) from Construction Manager to be designed, developed, constructed, operated and maintained by the District as an apartment complex with 144 units, as described in this Agreement (the “**Project**”). Lot 2 is as indicated in Exhibit A.

C. WHEREAS, concurrent with the development and construction of the Project, Construction Manager is developing and constructing a market-rate apartment complex with 572 units on Lot 1 as indicated on Exhibit A (“**Market-Rate Housing**”),

D. WHEREAS, as a condition to the City of Mountain View’s issuance of a certificate of occupancy to Construction Manager with regard to the Market-Rate Housing, a certificate of occupancy must first be issued to the District with regard to Project. As such, the ability of Construction Manager to timely and successfully develop the Market-Rate Housing is inextricably tied to the District’s timely development of the Project. Therefore, given the relationship between the District and Construction Manager and concurrent development and construction of the Market-Rate Housing and the Project, the District and Construction Manager concluded it is in the best interest of both parties for the District to engage Construction Manager to provide construction management services to the District in connection the construction of the Project as described in greater detail below.

E. WHEREAS, in July of 2022, the District and Palisades Builders, Inc (“**General Contractor**”) entered into a construction contract for the Project (“**Construction Contract**”).

F. WHEREAS, the District desires to retain the Construction Manager to act as the District's construction manager to manage and coordinate the construction of the Project.

G. WHEREAS, the District anticipates that it will take approximately thirty-three (33) months from the date of commencement of construction to complete construction of the Project.

NOW THEREFORE, in consideration of the mutual promises in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledge, the parties hereto agree as follows:

TERMS AND CONDITIONS

ARTICLE 1: CONSTRUCTION MANAGER’S SERVICES

1.1 Standards of Performance. The Construction Manager agrees to act as the District's construction manager on the Project, providing administrative support to the District in connection with the fulfillment of the District's duties and obligations set forth in the construction contract between the District and Palisades Builders, Inc. ("General Contractor"). The Construction Manager will perform the Services required under this Agreement consistent with the skill and care ordinarily provided by Construction Managers practicing in the same or similar locality under the same or similar circumstances (the "**Standard of Care**"). The District understands and acknowledges that the Construction Manager is not acting in the capacity of a licensed contractor or design professional, and shall not be responsible for the design of the Project or for the performance of the work.

1.2 Construction Phase.

1.2.1 Coordination Among Team Members. The Construction Manager shall establish procedures for the coordination of communications between and among the District, the Architect and the General Contractor with respect to all aspects of the Project and shall implement such procedures.

1.2.2 Permitting and Inspections. The Construction Manager shall coordinate and secure the building permits and inspections by governmental agencies necessary for the execution and completion of the work on the Project.

1.2.3 Meetings. The Construction Manager shall coordinate and attend progress meetings with the District's representative, Jason Cave, the Architect and the General Contractor to jointly discuss such matters as procedures, progress, scheduling, changes and problems, if any, occurring at the Project. The Construction Manager shall thereafter report and make recommendations to the District relating to the same.

1.2.4 Administration of the Construction Contract. The Construction Manager shall manage the administration of the Construction Contract as set forth in the Construction Contract.

1.2.5 Plans and Specifications. The Project shall be constructed in accordance with the final version of the plans and specifications approved by the District ("Approved Plans and Specifications"). No changes to the Approved Plans and Specifications shall be made without the prior written authorization of the District.

1.2.6 Monitoring of Construction Phase. The Construction Manager shall provide periodic visits to the Project on behalf of the District for the purpose of observing the general progress of the work, the general adequacy of the General Contractor's personnel, equipment and subcontractors, as well as the condition and availability of materials and supplies onsite. The Construction Manager shall thereafter report and make recommendations to the District relating thereto. The Construction Manager will not be responsible for making exhaustive inspections or otherwise supervising the performance of the work; however, Construction Manager will report any observed errors or problems to the District.

1.2.7 Change Orders. The Construction Manager shall develop and implement a system for the review and processing of Change Orders, and shall review requests for changes with the District and shall assist the District in negotiating adjustments to the contract price and/or the construction schedule. The Construction Manager shall not have authority to authorize any changes in the work or approve any change orders, changes to the construction schedule or modifications of the Construction Contract.

1.2.8 Shop Drawings, Samples and Requests for Information. The Construction Manager shall manage the implementation of procedures for the timely processing of shop drawings, samples and requests for information. The Construction Manager will be entitled to rely on the Architect and the General Contractor with respect to the review and approval as to the technical performance and compatibility of all submissions with the Project design.

1.2.9 Payments to General Contractor. The Construction Manager shall develop and implement a procedure for the review of the applications for payment from the General Contractor and shall make timely recommendations to the District with respect to approval and/or rejection of the applications for payment by the District.

1.2.10 Inspections. The Construction Manager shall retain and coordinate all third party inspections of the Project.

1.2.11 Substantial Completion. The Construction Manager shall, on behalf of the District, coordinate with the Architect and the General Contractor in confirming achievement of substantial completion of the work, including participation in the generation of punchlists of incomplete or unsatisfactory items and a schedule for their completion.

1.2.12 Final Completion. The Construction Manager shall manage and coordinate project close-out including but not limited to assembling the General Contractor's lien releases, warranties, as-build drawing and operating and maintenance manuals. The Project shall be deemed completed upon issuance of a Certificate of Occupancy by the City of Mountain View.

1.2.13 Insurance. The Construction Manager shall purchase and maintain, from an insurance company lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion unless otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the District, Construction Manager, General Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. The Construction Manager or the General Contractor shall be responsible for deductibles.

ARTICLE 2: THE DISTRICT'S RESPONSIBILITIES

2.1 District's Responsibilities.

2.1.1 Construction Contract Agreement. The Construction Contract between the District and the General Contractor requires the General Contractor to assume full responsibility for among other things: (1) all construction means, methods, techniques, sequences, procedures and safety precautions and programs in connection with the Work, (2) compliance with prevailing wage requirements as well as (3) any defects in the workmanship at the Project. The District understands and acknowledges that Construction Manager is not a licensed contractor, and will not be responsible for the means, methods, techniques, sequences, or safety precautions or programs in connection with the Work, nor for any defects in the workmanship at the Project.

2.1.2 Necessary Approvals. The District shall secure and pay for all necessary zoning, approvals, easements, permits, inspections, assessments and charges required for the construction, use and occupancy of the Project.

2.1.3 Payment of Obligations. The District shall be solely responsible for the payment of the Construction Manager and, under separate contracts, has payment obligations related to the General Contractor and the Architect for the Project as more fully described and in accordance with the Reimbursement Agreement between the District and Construction Manager dated November 29, 2020 (“**Reimbursement Agreement**”), as amended, which are incorporated herein by reference. To the extent that there is any conflict between this Agreement and the Reimbursement Agreement, as amended, the Reimbursement Agreement as amended shall control.

ARTICLE 3: TERM OF THE AGREEMENT

3.1 Construction Services. It is estimated that the Construction Phase Services will take approximately thirty-three (33) months to complete (the “**Construction Phase Duration**”). The Construction Phase Services shall commence in approximately July of 2022 and shall be deemed completed upon final completion of the Project and acceptance by the District.

ARTICLE 4: COMPENSATION

4.1 Payments During The Construction Phase Services. Payments to Construction Manager and District’s payment for any reimbursable costs shall be in accordance with the Reimbursement Agreement, as amended. The total compensation to Construction Manager for all of its services pursuant to this Agreement shall be the amount indicated as “Developer Overhead for Construction Phase” in the Reimbursement Agreement, as amended, plus reimbursable costs allowable under the Reimbursement Agreement, as amended by the parties.

ARTICLE 5: ALLOCATION OF RISK

5.1 Indemnification.

5.1.1 Construction Manager shall indemnify and save harmless the District, its board members, officers and employees (hereinafter collectively referred to as “Indemnitees”) and each of them, from any third party claims for damages, penalties, costs, expenses, reasonable attorneys’ fees, reasonable experts’ fees, reasonable consultants’ fees, judgments, losses or liabilities arising out of the performance of the Services by the Construction Manager provided such damages, penalties, costs, expenses, reasonable attorneys’ fees, reasonable experts’ fees, reasonable consultants’ fees, judgments, losses or liabilities is attributable to bodily injury, sickness or death or destruction to tangible property, but only to the extent caused by the gross negligence or willful misconduct of Construction Manager.

5.2 Insurance.

5.2.1 The District’s Insurance. The District shall be responsible for purchasing and maintaining liability insurance as will protect the District against claims which may arise from operations under this Agreement.

5.2.2 The Construction Manager’s Insurance. The Construction Manager shall procure and maintain during the term of this Agreement the following insurance coverages:

- i. Commercial general liability insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate (occurrence policy form) throughout the term of this Agreement and for a period of two (2) years thereafter insuring against bodily injury, property damage and personal injury arising out of the services provided under this Agreement. Coverage to be written on an occurrence form. Coverage to be at least as broad as ISO form CG 0001 (12/07), without endorsements that limit the policy terms with respect to: (1) the definition of an Insured Contract, (2) provisions for severability of interest, (3) explosion, collapse, underground hazard. District shall be named as an additional insured on Construction Manager's Commercial General Liability policy for any liability arising out of the Work.
- ii. Automobile liability insurance in limits not less than \$100,000 per occurrence and \$300,000 in the aggregate; to include property damage, and claims arising out of the ownership, maintenance and use of any motor vehicle, whether owned, non-owned or hired. The District shall be named as an additional insured on Construction Manager's Automobile Liability policy for any liability arising out of the Work;
- iii. Worker's Compensation insurance, including liability in accordance with all applicable laws with respect to Contractor's employees; and
- iv. Professional Liability in limits not less than \$1,000,000 per claim. This insurance shall cover the Construction Manager and its sub-consultant(s), if any, for professional liability in at least the amounts set forth herein above. Additionally, the policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period, coverage to continue through completion of the Project plus "tail" coverage for two (2) years thereafter.

5.3 Limitation of Liability. In recognition of the relative risks and benefits of the Services to both District and Construction Manager, the risks have been allocated such that District agrees, to the fullest extent permitted by law, to limit the liability of Construction Manager arising out of or related to this Agreement and/or the Services provided hereunder, to the amount of \$1,000,000; provided, however, the foregoing limitation of liability shall not apply in the event of Construction Manager's gross negligence, willful misconduct or fraud. Further, District and Construction Manager hereby waive all claims against each other for special, incidental, indirect, punitive, or consequential damages, whether based on breach of contract, tort, or otherwise arising out of and/or related to this Agreement or the Services provided hereunder.

ARTICLE 6: TERMINATION

6.1 Termination by the Construction Manager. In the event that District fails to make payment when and as required under this Agreement, Construction Manager may, after thirty (30) days written notice to the District, terminate the Agreement. However, if the District cures the payment deficiency within the thirty (30) day notice period, then the Agreement shall continue in full force and effect. In the event of a termination by Construction Manager hereunder, Construction Manager shall be entitled to the balance of the Developer Overhead for the Construction Phase or an amount equal to two (2) monthly installment payments made by the District to the Construction Manager, whichever is less.

6.2 Termination by District. If the Construction Manager fails to perform any material obligations under this Agreement, the District may, after ten (10) days written notice to Construction Manager, terminate this Agreement, provided however, that any notice shall specify the claimed deficiency and if the

Construction Manager cures or commences a cure of such deficiency within the ten (10) day notice period, then the Agreement shall continue in full force and effect. In the event of a termination by District hereunder, Construction Manager shall be entitled to payment for all services performed prior to the date of termination, less previous monthly installment payments made by the District to the Construction Manager pursuant to this Agreement. In the event District elects to terminate this Agreement and retain a replacement construction manager, the District must secure Construction Manager's written consent to the replacement construction manager, which said consent shall not be unreasonably withheld.

ARTICLE 7: DISPUTE RESOLUTION

7.1 Dispute Resolution. For any dispute between the parties arising out of this Agreement, the following shall constitute the Alternative Dispute Resolution procedure adopted by the parties:

7.3.1 Mediation. Unless the parties mutually agree otherwise, any and all disputes or claims arising out of or related to this Agreement shall be submitted to mediation in accordance with the Commercial Rules of the American Arbitration Association ("AAA") currently in effect or to a mediator mutually agreed to by the parties. Request for mediation shall be sent in writing by the party requesting mediation to the other party and to the AAA. The parties shall share in the cost of the mediation, including the mediator's fee and any filing or administrative fees, equally. The mediation shall be held in the state and county in which the Project is located unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.3.2 Mandatory Arbitration. Any and all disputes or claims arising out of or related to this Agreement shall, at the request of either party, be determined by arbitration. The arbitration shall be conducted in accordance with the Federal Arbitration Act (9 U.S.C. §§1-16 "FAA"), to the exclusion of state procedural law and any choice of law provision in the Contract Documents, and under the Construction Industry Rules of the American Arbitration Association ("AAA") to the extent the AAA Construction Industry Rules do not conflict with the FAA. In the event of any conflict between the AAA Construction Industry Rules and the FAA, the FAA shall prevail. The arbitrators shall give effect to the statute of limitations in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator(s). Judgment upon the arbitration award may be entered in any court having jurisdiction. The arbitrator(s) shall apply the substantive law of the state where the Project is located in rendering their decision on the merits of any controversy or dispute. The decision of the arbitrator(s) shall be final, conclusive and binding on the parties. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for relief.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 No Third-Party Beneficiaries. The parties agree that this Agreement is entered into exclusively for the benefit of the District and Construction Manager, and not for the benefit of any third parties, including, without limitation, the Architect, Engineers, General Contractor, or subcontractors or suppliers of any tier. As such, nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third-party against District or Construction Manager.

8.2 Independent Contractor. Construction Manager and District agree that Construction Manager is performing all of the Services under this Agreement as an independent contractor and not as an agent, employee, partner or joint-venturer of the District. Construction Manager shall retain complete control

over its employees and consultants, if any Construction Manager shall have complete control over the manner and means with which the Services are rendered.

8.3 Attorney's Fees. In the event that any litigation, arbitration, or other proceeding is commenced between the parties hereto or their personal representatives, successors or assigns concerning the enforcement or interpretation of any provision of this Agreement or the rights and duties of any party in relation thereto, the party or parties prevailing in such litigation, arbitration or other proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorneys' and experts' fees, which sum shall be determined by the Court in such litigation or by a separate legal action brought for that purpose. For the purposes of this paragraph, the "prevailing party" shall be determined in accordance with the provisions of California Civil Code §1717.

8.4 Time of Essence. Time is of the essence of each provision of this Agreement.

8.5 Notices. All notices, demands, statements and communications required under this Agreement shall be in writing and, if intended for District, shall be addressed to District at the address set forth opposite District's signature; and if intended for Construction Manager, shall be addressed to Construction Manager at the address set forth opposite Construction Manager's signature, or to such other address as either party may by written notice, given in accordance with this Section, advise the other party. Notices shall be transmitted by personal delivery, express or courier service, electronic mail, or certified mail. Notices shall be deemed to be delivered on the date received.

8.6 Additional Representations and Warranties.

8.6.1 Construction Manager represents and warrants that the individual(s) executing this Agreement on its behalf have the legal power, right and actual authority to bind the Construction Manager to the terms and conditions of this Agreement.

8.6.2 District represents and warrants that the individual(s) executing this Agreement on behalf of District have the legal power, right and actual authority to bind the District to the terms and conditions of this Agreement.

8.7 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

8.8 Assignment. Construction Manager shall not assign this Agreement without the prior written approval of District which approval may be refused or conditioned in District's absolute discretion. Construction Manager may assign this Agreement to an Affiliate (any corporation, limited liability company or other business organization or person who or which directly or indirectly through one or more intermediaries (a) is owned or controlled by Construction Manager, (b) owns or controls Construction Manager or (c) is under substantially common control with Construction Manager), but no such assignment shall release Construction Manager from its obligations under this Agreement or amend the obligations of Construction Manager under this Agreement.

8.9 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

8.10 Integrated Agreement; Modification. This instrument contains the entire agreement of the parties and cannot be amended or modified except by a written Agreement, executed by each of the parties hereto.

8.11 Defined Terms. Unless and except as otherwise stated herein, capitalized terms used in this Agreement shall be construed in accordance with those definitions given for such terms in this Agreement.

8.12 Captions. The captions in this Agreement are for convenience purposes only, and shall have no effect on its construction or interpretation.

8.13 Severability. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.

8.14 Counterparts. This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.15 Rule of Construction. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either party. Each of the parties acknowledges that it has reviewed the Agreement and participated in its drafting and therefore that the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed nor applied in the interpretation of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date first specified on the first page.

DISTRICT:

Mountain View Whisman School District

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Email: _____

CONSTRUCTION MANAGER:

**Mountain View Owners, LLC, a Delaware
limited liability company**

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Email: _____

By: _____

Name: _____

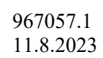
Title: _____

Date: _____

Address: _____

Email: _____

9



Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Contract Amendment No.1 - Multi-Site Window Replacement Project, E.F. Brett and Company, Inc.

Estimated Time:

Person Responsible: Rebecca Westover, Ed.D., Chief Business Officer

Background:

The access control project at all sites required modification to existing chain links and ornamental gates at each of the campuses around the District. The access control contractor was not able to find a subcontractor capable of performing the required modifications within the time or budget allotted for that project. As a result, the District had to look elsewhere for a means to complete this work. The window replacement contractor, EF Brett and Company, who was performing work at all of the same sites, had the expertise and capability to complete the required work within budget and adhere to a schedule that was acceptable to the District and as such, the work is being added to the contract for the window replacement project.

Fiscal Implication:

Contract amendment no. 1 will increase the EF Brett and Company contract value by \$329,897 for a revised contract amount of \$17,105,417. This contract is charged to Measure T and the added amount to the Multi-site Window Replacement Project will come out of the Access Control project budget.

Recommended Action:

It is recommended that the Board of Trustees approve Contract Amendment No. 1 for the Multi-Site Window Replacement Project.

ATTACHMENTS:

Description	Type	Upload Date
Amendment No. 1 to Lease-Leaseback Documents Between MVWSD and E.F. Brett and Company, Inc.- Multi-Site Window Project	Backup Material	1/4/2024

**AMENDMENT NO. 1
TO
LEASE-LEASEBACK DOCUMENTS BETWEEN
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND
E.F. BRETT AND COMPANY, INC.
(MULTI-SITE WINDOW PROJECT)**

This Amendment No. 1 to the Lease-Leaseback Documents ("**Amendment No. 1**") is made and entered into on January 11, 2024 between **Mountain View Whisman School District ("District")** and **E.F. Brett and Company, Inc. ("Contractor")** (collectively, the "**Parties**").

RECITALS

A. **WHEREAS**, the Parties entered into the following two leases pursuant to Education Code section 17406 under which Contractor is obligated to provide construction services for the Multi-Site Window Project ("**Project**"):

1. Site Lease by and between the Parties, dated as of December 8, 2022 ("**Site Lease**"); and
2. Facilities Lease by and between Parties, dated as of December 8, 2022 ("**Facilities Lease**")

(collectively, with all incorporated exhibits, the "**Lease-Leaseback Documents**"); and

B. **WHEREAS**, it is now the desire and intention of the Parties to amend the Lease-Leaseback Documents as indicated in this Amendment No. 1 to provide for the Contractor's construction of additional features (gates) at **nine (9)** of the Sites on the Project ("**Phase 1**").

NOW, THEREFORE, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:

TERMS AND CONDITIONS

1. **ADD** the following to Exhibit B to the Facilities Lease:

PROJECT SITE DESCRIPTION:

Attached are additional site diagrams for the portions of School Site(s) that are subject to the Site Lease and the Facilities Lease and upon which Contractor will construct the Gate / Hardware Scope (as defined herein). These diagrams include specifications and product details and layouts/locations of each gate.

PROJECT DESCRIPTION:

Contractor shall modify the existing gates at the nine (9) sites (a total of eighty-two (82) gates) indicated in this Amendment by removing the gates, providing them to its fabricator/supplier to make modifications, and then reinstalling the modified gates. Fabricate a custom hardware box for each gate out of tube steel in shop (use 2x4 TS). Powder coat box. Drill hardware holes. At each gate, remove panic hardware and cut gate frame to install new hardware box. Clean and touch up paint welds. Install welded stud on latch post for sensor. (the "**Gate/Hardware Scope**")

2. **ADD** the documents attached to this Amendment as **Attachment 1** to Exhibit B to the Facilities Lease, which are hereby incorporated herein by reference.

3. Make the following changes to **Exhibit C** to the Facilities Lease, as indicated below.

- **REPLACE** the table in Section 3 of **Exhibit C** with the following:

DETAILED GPC TABLE (Phase 1, Phase 2, and Gate Hardware Scope)			
Item	Component	%	Amount
COST TO PERFORM WORK & GENERAL CONDITIONS			
(A)	Cost to Perform Work (Subcontractor costs plus costs of Contractor-performed work)		\$14,737,970
(B)	General Conditions (Including all General Requirements and 2 ½ months approved Extended General Conditions)		\$525,000
(C)	SUBTOTAL OF COST TO PERFORM WORK & GENERAL CONDITIONS		\$15,262,970
MARK-UPS			
(D)	Bonds and Insurance (Proposed & agreed-upon percentage multiplied by amount from (C))		\$304,270
(F)	Overhead & Profit (Proposed & agreed-upon percentage multiplied by amount from (C))		\$733,241
(G)	TOTAL INITIAL MARK-UP		\$1,037,511
CONTINGENCIES(S) / ALLOWANCES			
(H)	Contingency (Only if agreed to and indicate as a set amount, not a percentage)		\$804,936
(J)	Allowance(s) (Only if agreed to and indicate as a set amount, not a percentage)		\$0
(K)	TOTAL CONTINGENCIES & ALLOWANCES		\$804,936
	TOTAL GPC (C) + (G) + (K)		\$17,105,417

- **REPLACE** Section 4.1 of Exhibit C with the following:

4.1 Tenant Improvement Payments for Phase 1 and Phase 2. Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Contractor **\$16,266,641 ("Tenant Improvement Payment(s)") for Phase 1 and Phase 2**, based on the amount of Work satisfactorily performed and approved by the District less the total amount to be paid as Lease Payments, according to the Contractor's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease.

4. **ADD** the following to Exhibit G to the Facilities Lease (Schedule of Values).

Gate Hardware Modifications	\$329,897
-----------------------------	-----------

5. The Parties acknowledge that this Amendment No. 1 is subject to approval or ratification by the District Board of Education ("**Board**"). In the event that the Board rejects this Amendment No. 1, none of the Parties shall be deemed to have waived any rights with respect to the Lease-Leaseback Documents.
6. All other provisions of the Lease-Leaseback Documents shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Lease-Leaseback Documents, the provisions of this Amendment No. 1 shall control.
7. This Amendment No. 1, including the Attachments incorporated by reference into this Amendment No. 1, is considered a completely integrated agreement, supersedes all previous contracts of any kind, oral or written, and constitutes the entire understanding and agreement of the Parties hereto. No extrinsic evidence of any kind or character may be admitted to alter or amend the terms of this completely integrated agreement, unless evidenced by an amendment to the Lease-Leaseback Documents superseding this Amendment No. 1. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Contractor specifically acknowledges that in entering this Amendment No. 1, Contractor relies solely upon the provisions contained in this Agreement.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2023

Mountain View Whisman School District

By: _____

Print Name: _____

Print Title: _____

Dated: 12-8-23, 2023

E.F. Brett and Company, Inc.

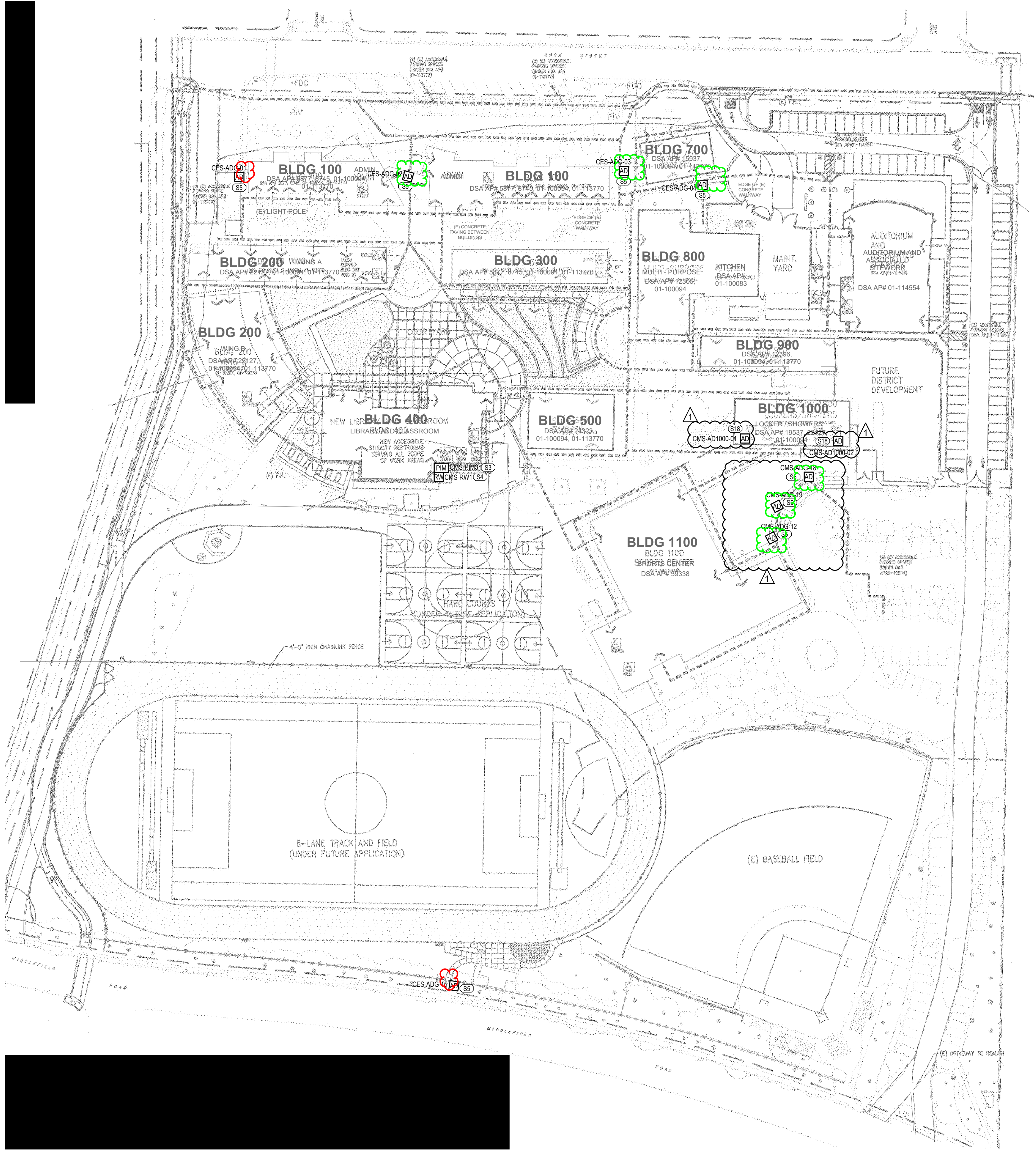
By:  _____

Print Name: ADAM COLL

Print Title: V.P.

**Attachment 1
to
Amendment 1**

Additional Drawings and Specifications for Gate Hardware Scope



1 SECURITY SYSTEM SITE FENCING PLAN - CRITTENDEN MIDDLE SCHOOL

GENERAL NOTES



Guidepost

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Walnut Creek, CA 94596
916.268.6373
www.guidepostsolutions.com

WITH OFFICES IN:
NEW YORK - CORPORATE OFFICE
LOS ANGELES, CALIFORNIA
SINGAPORE
WALNUT CREEK, CALIFORNIA
PALM BEACH GARDENS, FLORIDA
DALLAS, TEXAS
SAN FRANCISCO, CALIFORNIA
WASHINGTON, D.C.
CHICAGO, ILLINOIS
LONDON, UNITED KINGDOM

SEAL:

MOUNTAIN VIEW WHISMAN
SCHOOL DISTRICT

CRITTENDEN MS
1701 ROCK ST.
MOUNTAIN VIEW, CA
94043

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MARK	DATE	DESCRIPTION
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BULLETIN 01

DATE:
05/05/2023
PROJECT NUMBER:
OAK220007

SHEET TITLE:
SECURITY SYSTEM
SITE FENCING PLAN -
CRITTENDEN MIDDLE
SCHOOL

SHEET:
SE.4.100



1 SECURITY SYSTEM SITE FENCING PLAN - AMY IMAI ELEMENTARY SCHOOL

SEAL:

MOUNTAIN VIEW WHISMAN
SCHOOL DISTRICT

AMY IMAI ES
253 MARTENS AVE.
MOUNTAIN VIEW, CA
94040

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BULLETIN 01

DATE:
05/05/2023

PROJECT NUMBER:
OAK220007

SHEET TITLE:

SECURITY SYSTEM
SITE FENCING PLAN -
AMY IMAI
ELEMENTARY SCHOOL

SHEET:

SE.2.100.1

MOUNTAIN VIEW WHISKEY
SCHOOL DISTRICT

BUBB ES
525 HANS AVE.
MOUNTAIN VIEW, CA
94040

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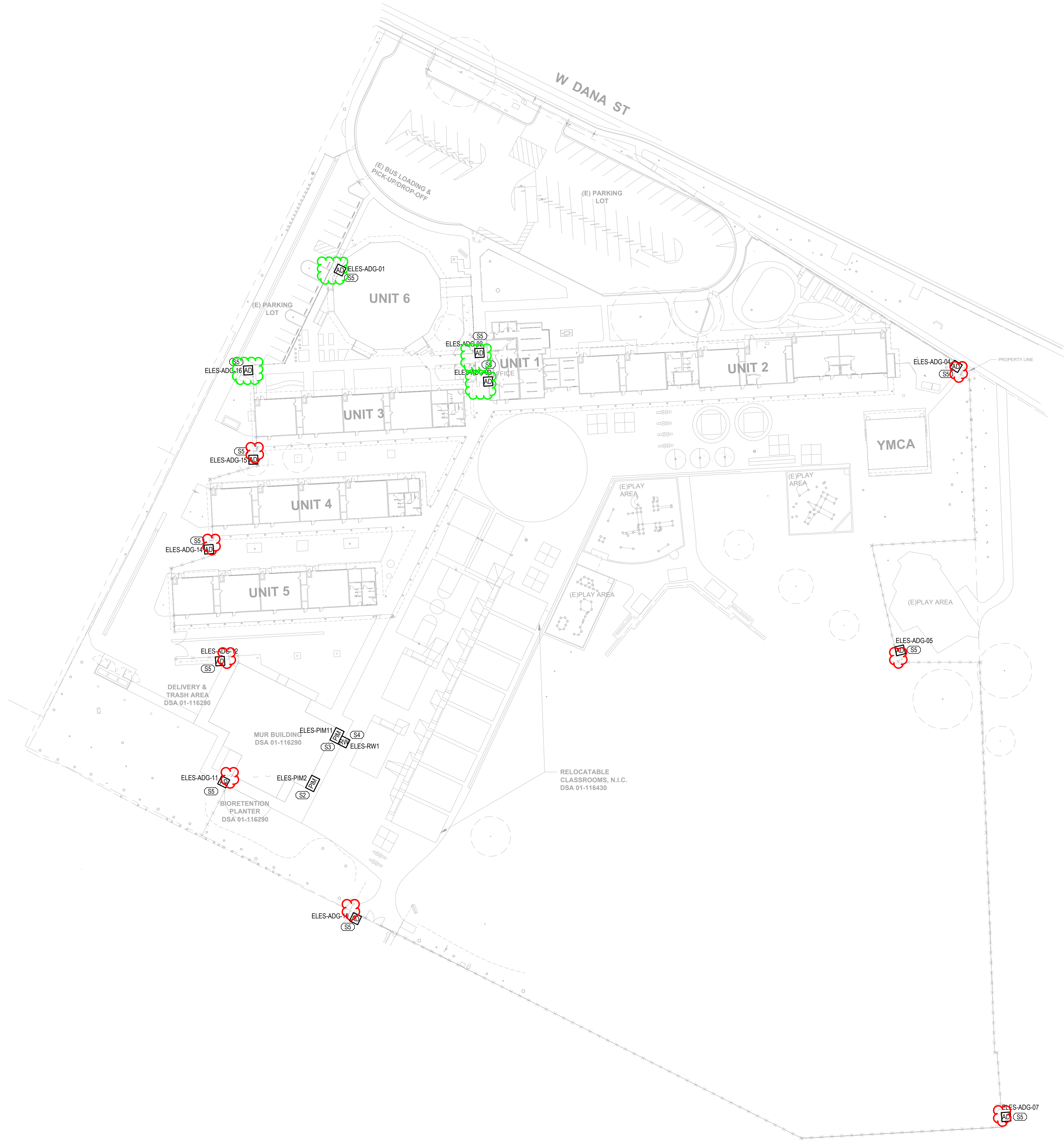
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20007

TITLE:

SECURITY SYSTEM
THE FENCING PLAN -
SUB ELEMENTARY
SCHOOL

_____T: _____

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1 SECURITY SYSTEM SITE FENCING PLAN - EDITH LANDELS ELEMENTARY SCHOOL

SEAL:

MOUNTAIN VIEW WHISMAN
SCHOOL DISTRICT

LANDELS ES
115 W. DANA ST.
MOUNTAIN VIEW, CA
94041

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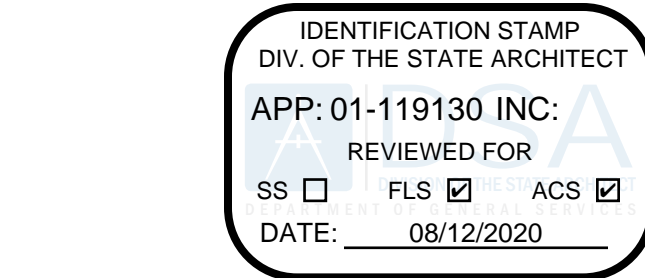
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SHEET TITLE:

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EDITH LANDELS
ELEM. SCHOOL

SHEET:

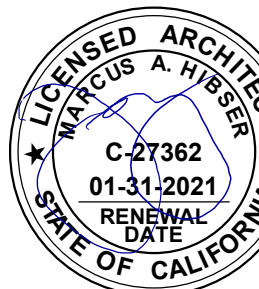
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Revisions		
Delta	Date	Revisions

This document is the property of the Owner and is not to be used without his written permission.

Architect/Engineer Of Record:



HIBSER YAMAUCHI
Architects, Inc.

300 - 27th Street
Oakland, CA 94612
510.446.2222 tel; 510.446.2211 fax

er:

MARIANO CASTRO ES / GABRIELA MISTRAL
ES
505 ESCUELA AVE. MOUNTAIN VIEW, CA
94040

FENCING UPGRADES

SITE PLAN

Client Project Number: Client P

Scale: 1" = 30'-0" Sheet

TABLE 1. *Continued*

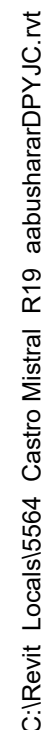
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30 SITE PLAN
1" = 30'-0"

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MOUNTAIN VIEW WHISMAN
SCHOOL DISTRICT

GRAHAM MS
1175 CASTRO ST.
MOUNTAIN VIEW, CA
94040

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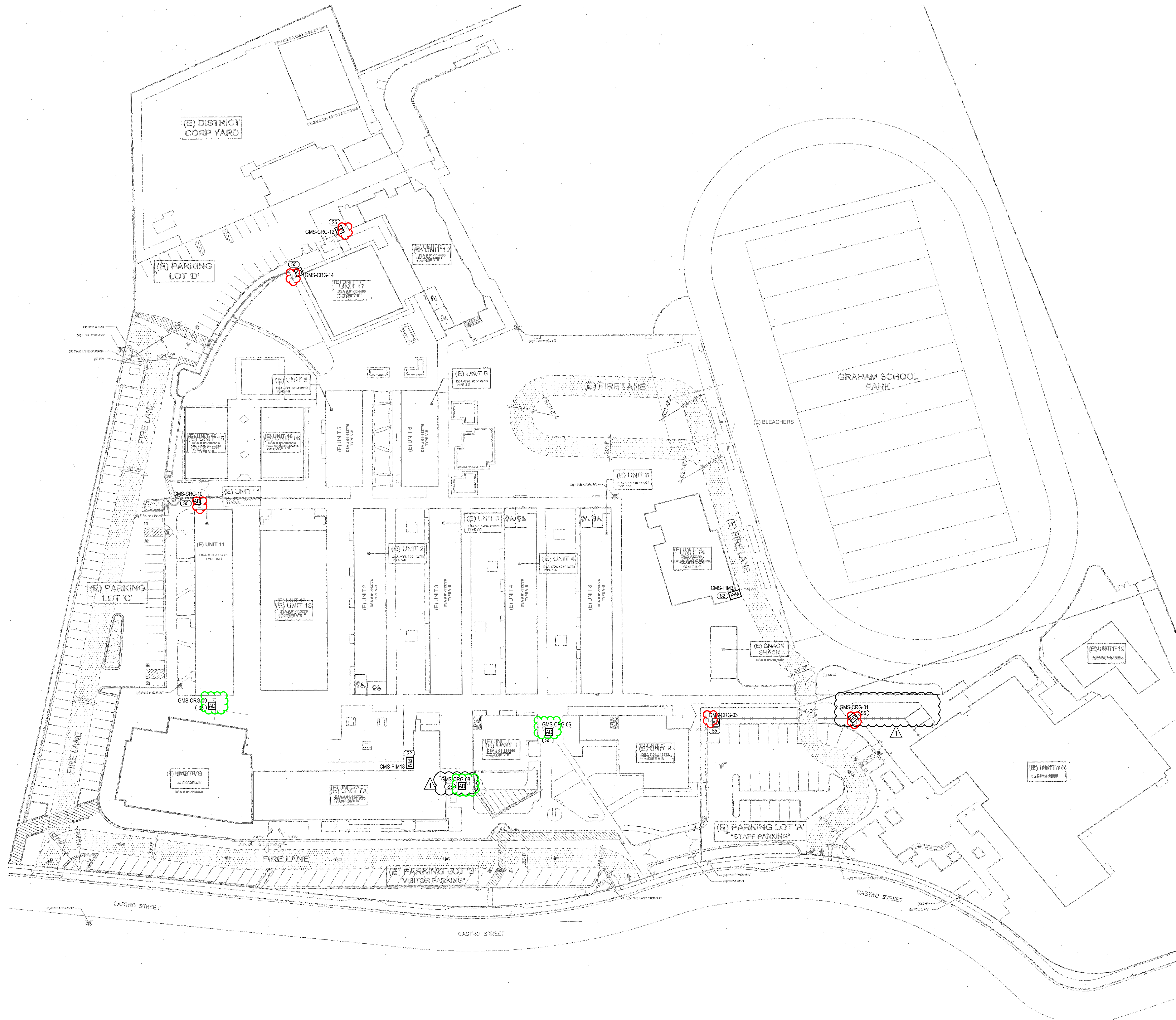
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EFFECT TITLE:

SECURITY SYSTEM SITE FENCING PLAN - GRAHAM MIDDLE SCHOOL

HEET:

E.7.100



SEAL:

MOUNTAIN VIEW WHISMAN
SCHOOL DISTRICT

STEVENSON ES
750 SAN PIERRE WAY
MOUNTAIN VIEW, CA
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MARK	DATE	DESCRIPTION
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BULLETIN 01

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05/05/2023

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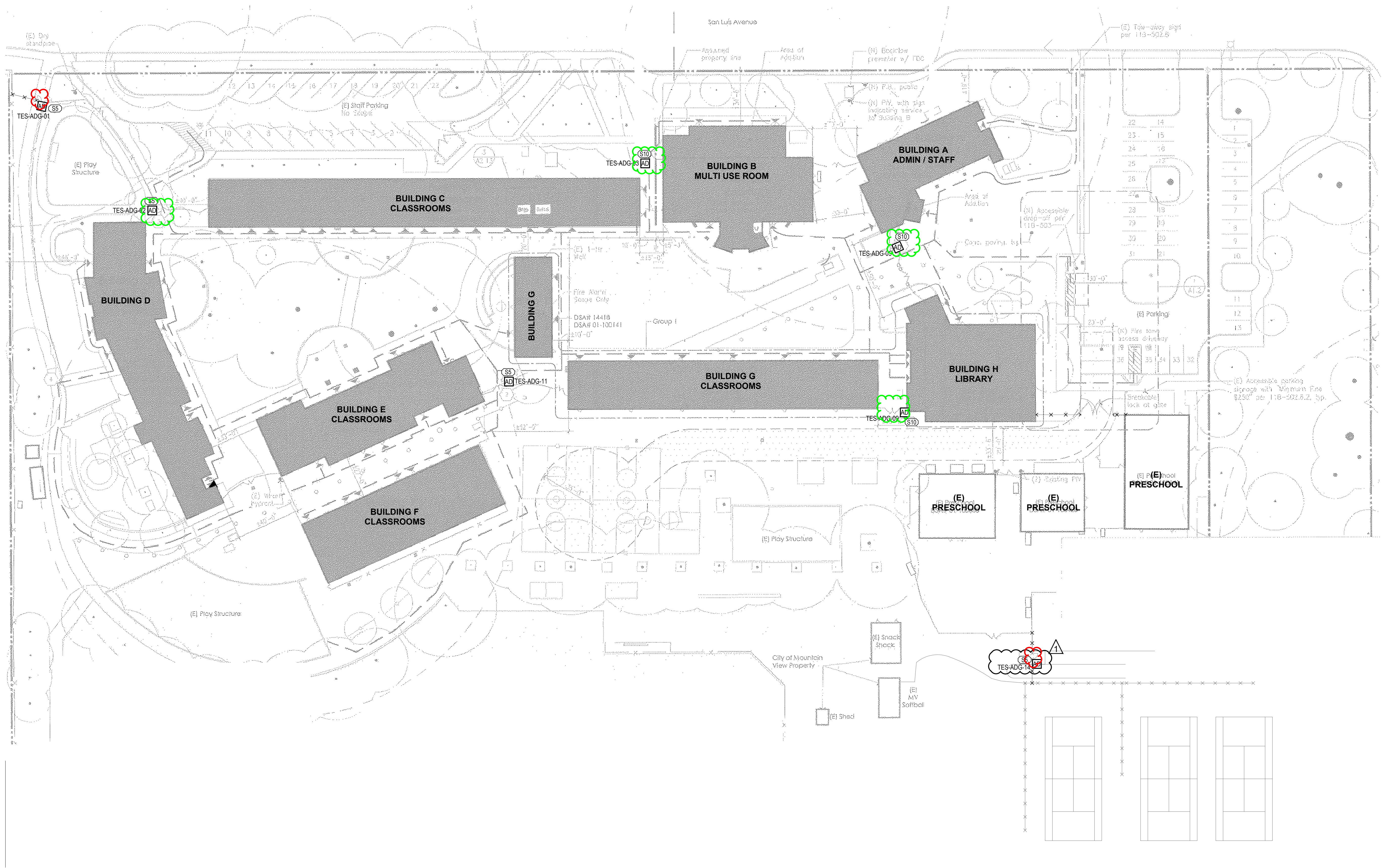
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STEVENSON ELEM
SCHOOL

SHEET:

SE.11.100.1



1 SECURITY SYSTEM SITE FENCING PLAN - STEVENSON ELEM SCHOOL



1 SECURITY SYSTEM SITE FENCING PLAN - THEUERKAUF ELEMENTARY SCHOOL

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SCHOOL DISTRICT

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1625 SAN LUIS AVE.
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BULLETIN 01

DATE:

05/05/2023

PROJECT NUMBER:

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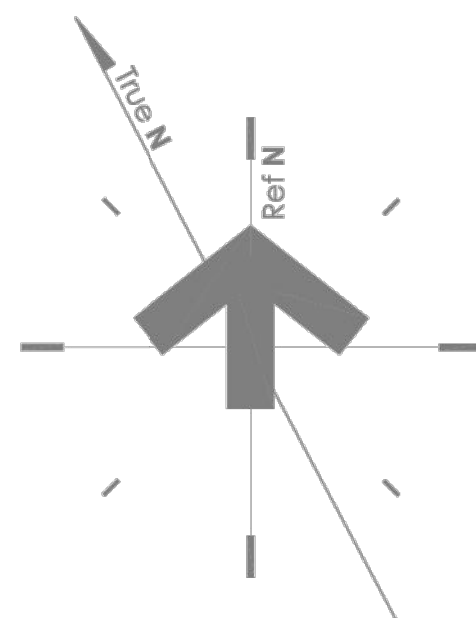
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SECURITY SYSTEM
SITE FENCING PLAN -
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SCHOOL

SHEET:

SE.12.100

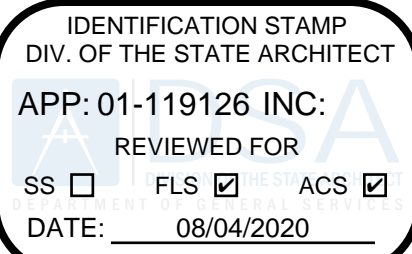
DTA: Nov. 2018



1. ALL SECURITY CABLES SHALL BE TESTED. SECURITY CABLES SHALL BE INSTALLED IN CONDUIT TO THE NEAREST ACCESSIBLE CEILING OR IDF ROOM. CONTRACTOR TO PATCH AND PATCH PANELS AND PERFORM ALL TESTING AND COMMISSIONING. COORDINATE WITH OWNER FOR PAINT COLOR.
2. CONTRACTOR TO FIELD VERIFY ALL CABLE AND INFRASTRUCTURE PATHWAYS TO THE DEVICE LOCATION.
3. INSTALL NETWORK CONNECTIONS AND CABLE ALL PM400-1501-LC DEVICES TO A POE NETWORK SWITCH. PROGRAM DEVICES WITH AN IP ADDRESS ON THE OWNER'S NETWORK. COORDINATE WITH COMMUNICATIONS DIVISION TO DEDICATE A POE NETWORK SWITCH DELIVERING POWER TO AND RECEIVING DATA FROM NETWORK DEVICES.
4. CONTRACTOR TO ENSURE ALL EXTERIOR PENETRATIONS ARE WEATHER-PROOFED AND ARE SEALED APPROPRIATELY. EXTERIOR AND INTERIOR PENETRATIONS SHALL BE SEALED ON BOTH SIDES OF THE BUILDING. SEALING AND INSULATION SHALL BE PERFORMED IN ACCORDANCE TO APPLICABLE FIRE AND LOCAL CODES TO MAINTAIN CURRENT FIRE RATINGS WHERE APPLICABLE.
5. CONTRACTOR SHALL VERIFY THE LOCATION OF THE ACCESS CONTROL PANELS AND SECURITY EQUIPMENT PER ROOM. ANY CHANGES TO ANY CHANGES TO THE LOCATION FROM THE DRAWINGS SHALL BE DOCUMENTED AS PART OF THE AS-BUILT.
6. ALL DEVICES AND PANEL TERMINATIONS SHALL BE CLEARLY LABELED. LABEL ON THE OUTSIDE OF ENCLOSURES IDENTIFYING THE EQUIPMENT. LABELS SHALL BE CLEARLY VISIBLE WITHOUT THE NEED TO REMOVE ANY COVER OR COVERING. THE CONTRACTOR WILL MACHINE GENERATE THE LABELS.
7. REVIEW PROJECT SPECIFICATIONS FOR FULL SCOPE OF WORK AND REQUIREMENTS. DESIGN AND DETAILS SHOWN ON THESE PLANS ARE CONCEPTUAL FOR A DESIGN-BUILD METHOD OF PROJECT DELIVERY.
8. ALL GATES AND STAFF RESTROOM ADMMO HARDWARE WILL NOT INCLUDE THE INTERIOR PUSH BUTTON.
9. CONTRACTOR TO VERIFY EXISTING DOOR HARDWARE PRIOR TO PURCHASING THE EQUIPMENT.

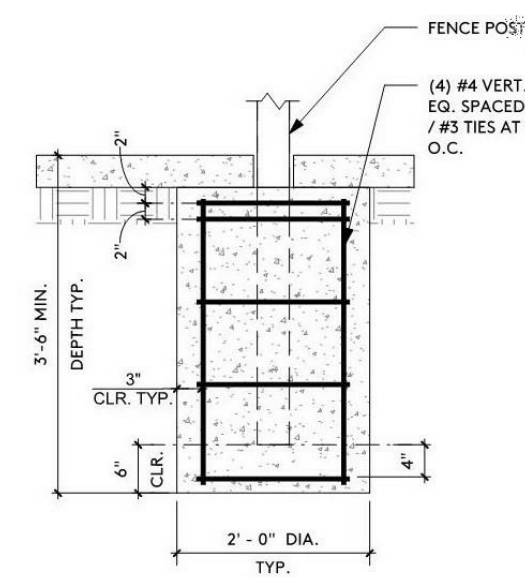
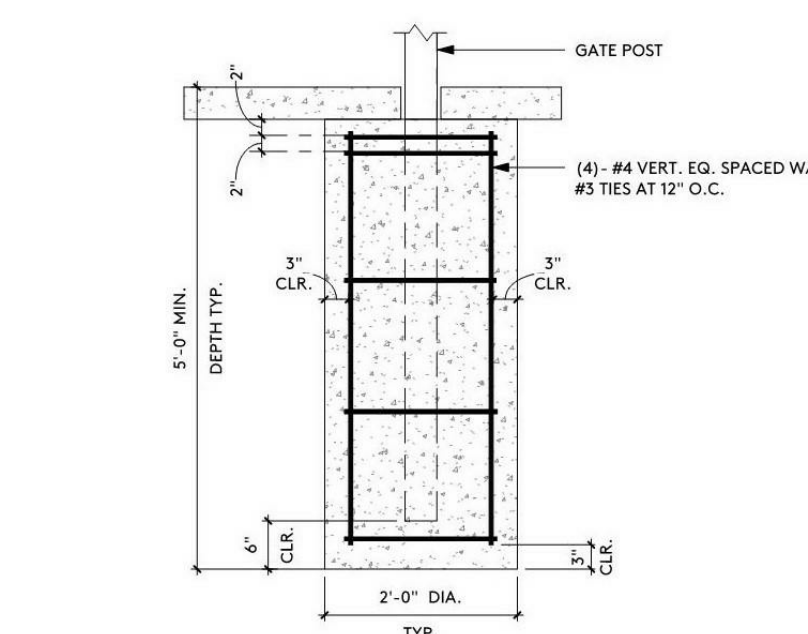
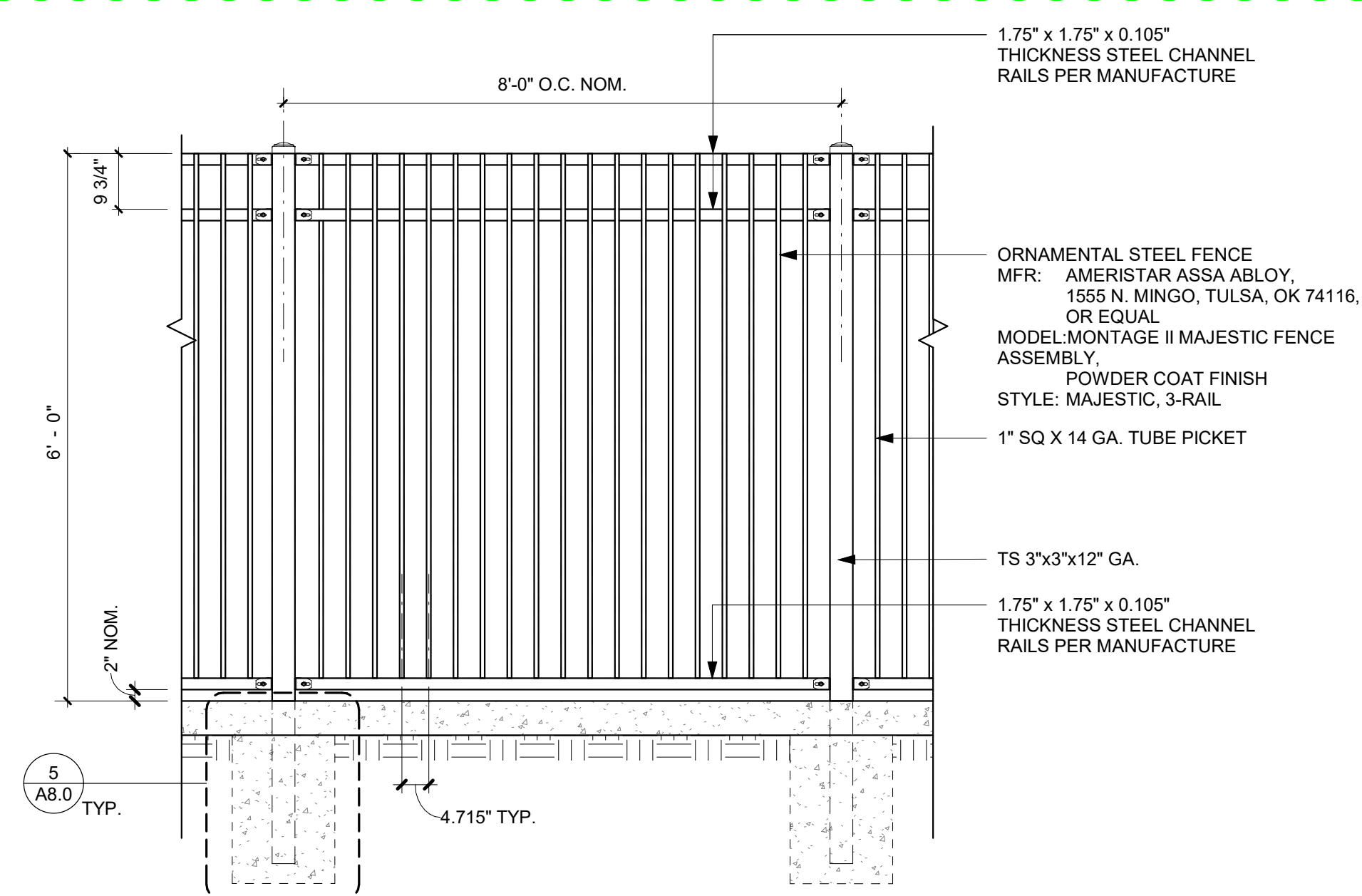
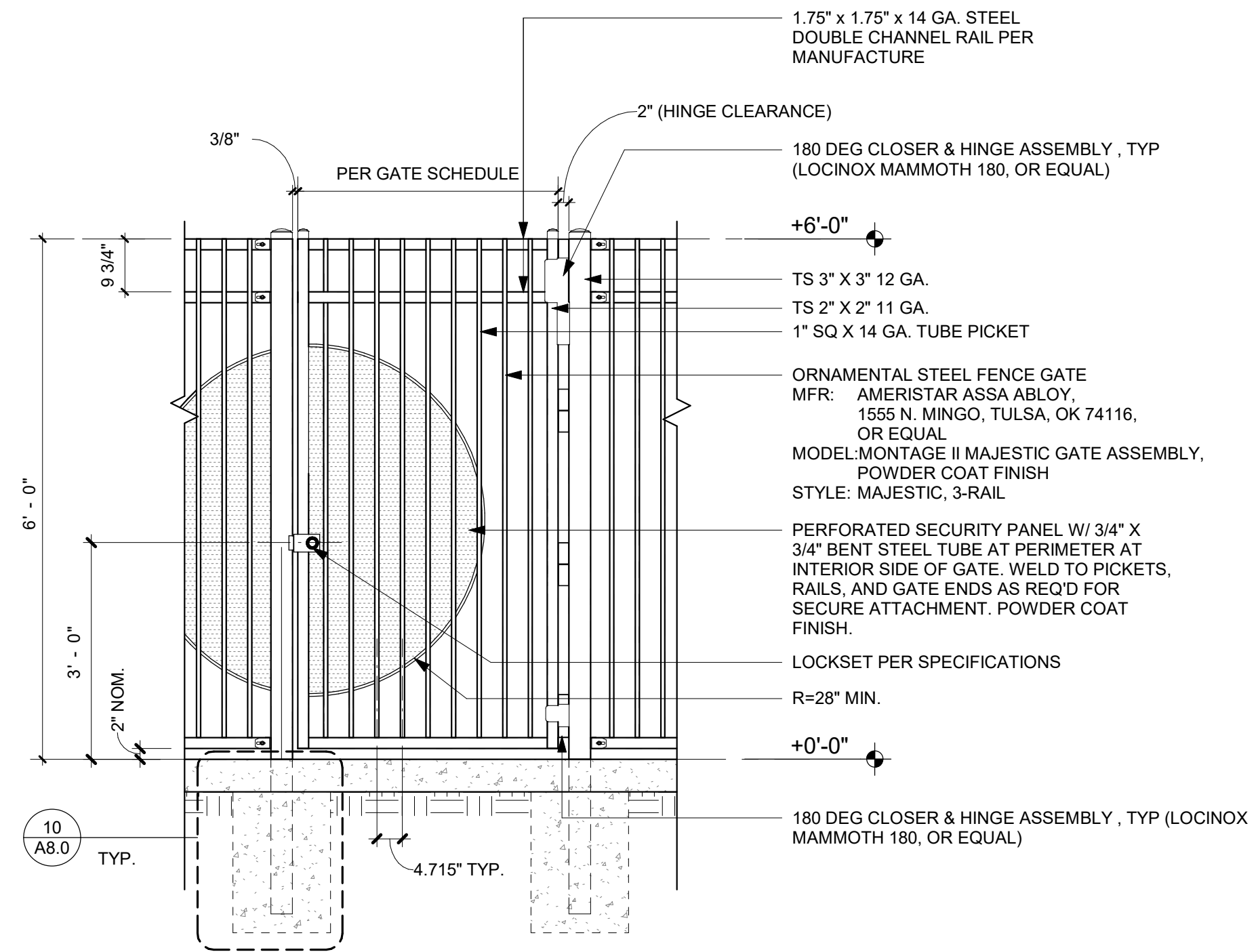
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S16 PROVIDE AND INSTALL AN AD-4000 SERIES WIRELESS LOCKING HARDWARE ASSEMBLY, WITH INTEGRATED CREDENTIAL READER, DOOR POSITION ALARM CONTACT AND REQUEST-TO-EXIT SWITCH. AD-4000 WIRELESS LOCK WILL COMMUNICATE VIA RADIO FREQUENCY TO A NEARBY PM4000-1501. AD-4000 WIRELESS LOCK WILL BE BATTERY POWERED AND WILL SEND A LOW BATTERY STATUS SIGNAL TO THE ACCESS CONTROL SYSTEM. AD-4000 WIRELESS LOCK WILL BE ORDERED WITH THE CHASSIS AND FUNCTION TO MATCH THE LOCK DOORS. PROVIDE AND INSTALL A 2000 A.D.A. SEPARATE GRADE 2 DEADBOLT WITH OCCUPANCY INDICATOR ON EVERY STAFF RESTROOM DOOR. REFER TO THE DEVICE SCHEDULE AND TYPICAL STAFF RESTROOM DOOR DETAIL FOR FURTHER INFORMATION.



1400 MONTECITO AVE, MOUNTAIN VIEW, CA 94043
PHONE: 650-526-3500 FAX: 650-964-8907

Revisions			
Delta	Date	Revisions	By



FENCING UPGRADES

Sheet Title

SITE DETAILS

Client Project Number:

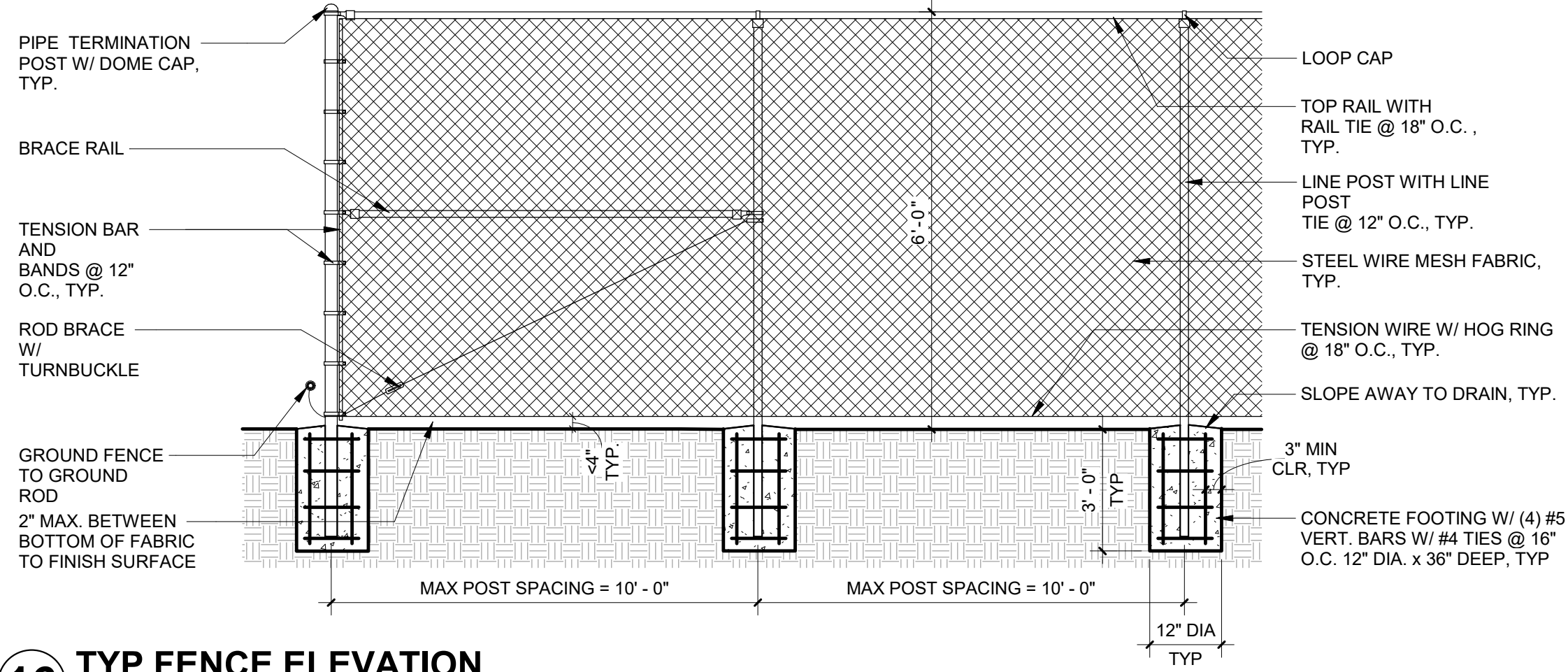
scale: As indicated

Figure 1. *Phragmites* distribution in the coastal marshes of the Sacramento-San Joaquin River Delta, California, 1990-1999. The map shows the distribution of *Phragmites* in the coastal marshes of the Sacramento-San Joaquin River Delta, California, from 1990 to 1999. The map is divided into 10-degree latitude and longitude grid cells. The legend indicates the percentage of *Phragmites* in each cell: 0-10%, 11-20%, 21-30%, 31-40%, 41-50%, 51-60%, 61-70%, 71-80%, 81-90%, and 91-100%. The map shows that *Phragmites* is most prevalent in the central and eastern parts of the Delta, particularly in the area around the San Joaquin River and the Sacramento-San Joaquin River Delta.

Keywords: child sexual abuse; disclosure; self-blame

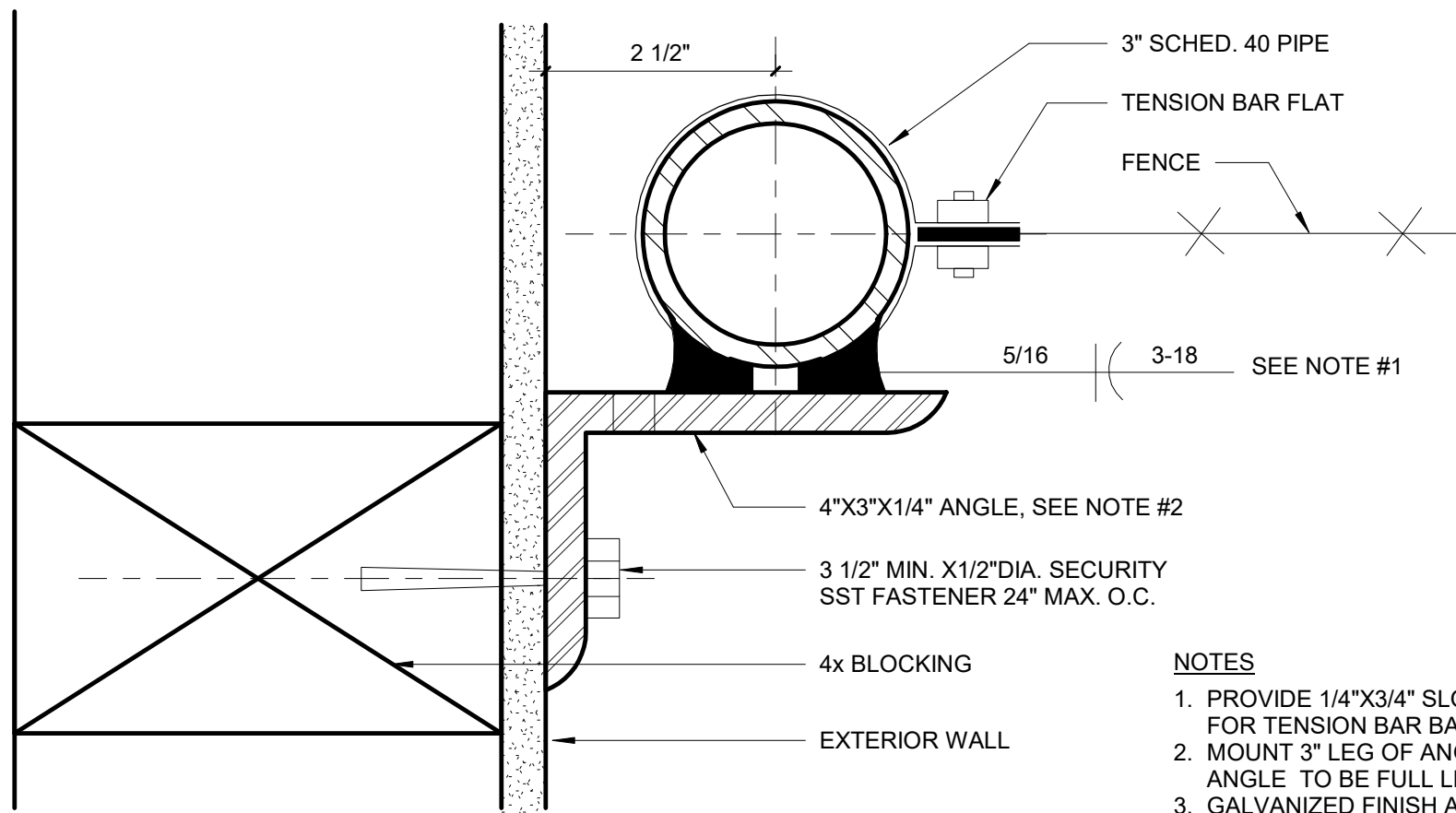
References

Sheet 4 of 5



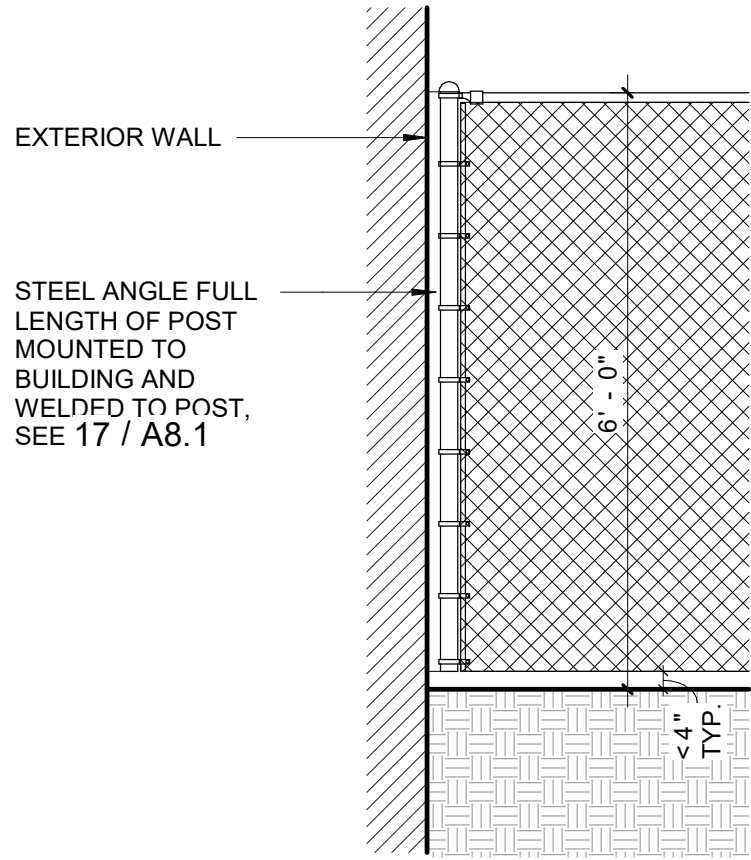
16 TYP FENCE ELEVATION

3/8" = 1'-0"



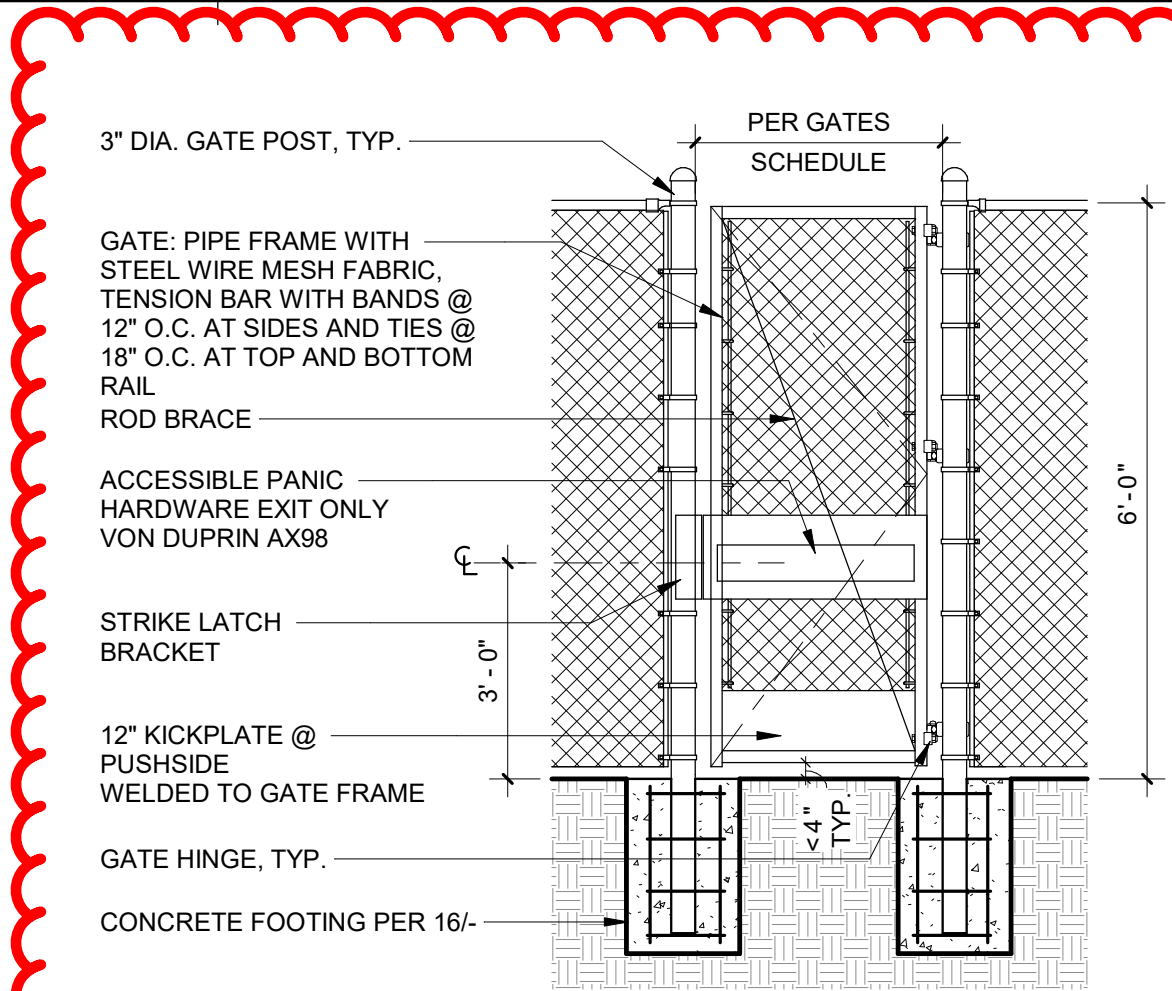
17 FENCE POST AT EXTERIOR WALL

6" = 1'-0"



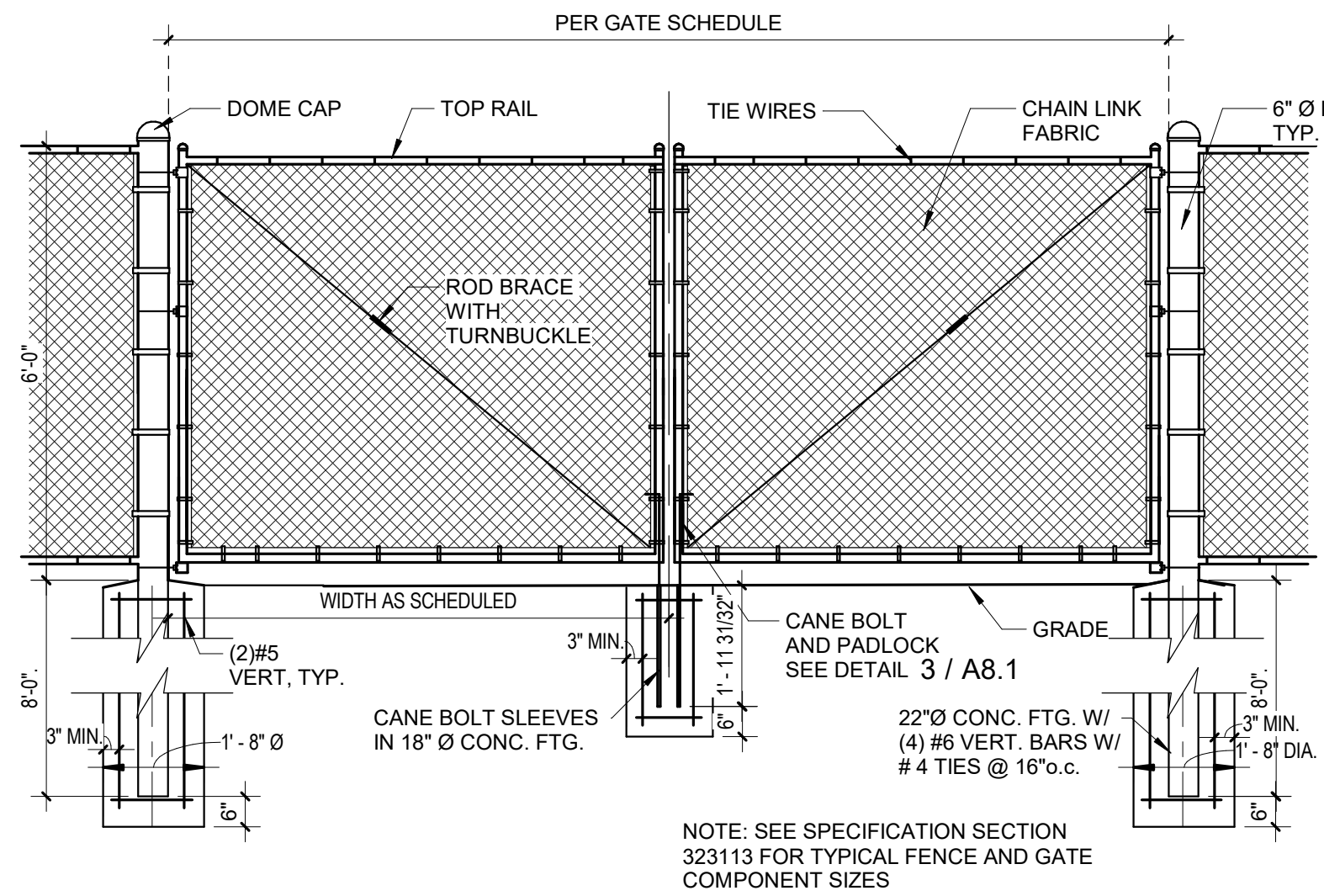
6 FENCE @ BLDG EXTERIOR WALL

3/8" = 1'-0"



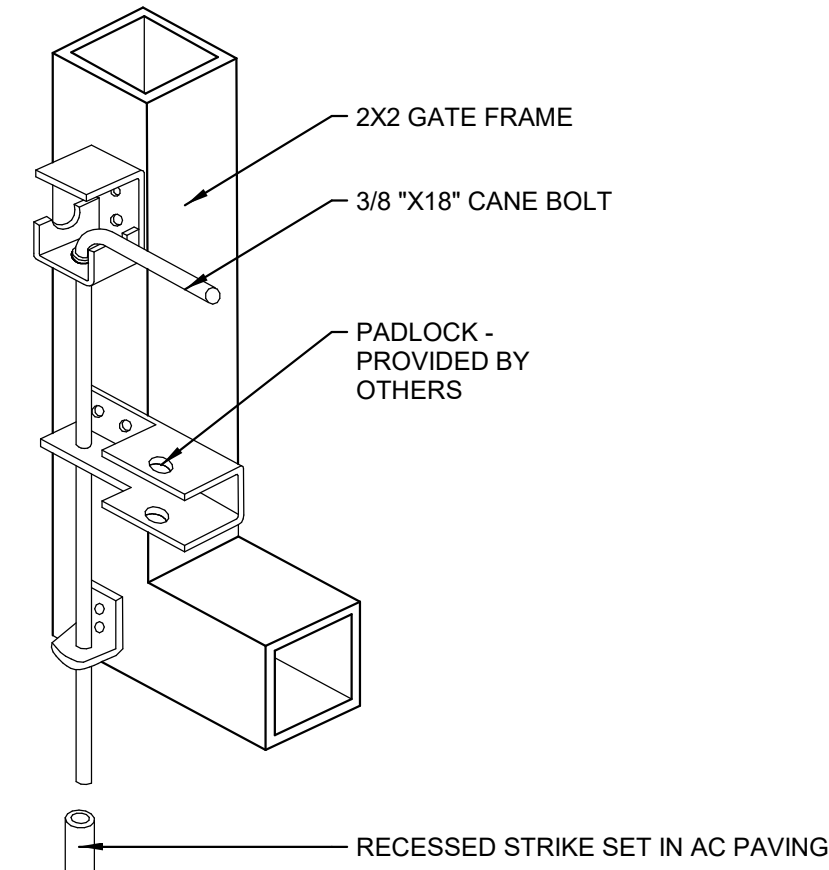
1 (N) FENCE GATE

3/8" = 1'-0"



7 CHAIN LINK VEHICLE GATE

3/8" = 1'-0"



3 CANE BOLT DETAIL 1

1 1/2" = 1'-0"

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 01-119126 INC.
REVIEWED FOR
SS ☐ FLS ☒ ACS ☒
DATE: 08/04/2020

**Mountain View
Whisman
School District**
1400 MONTECITO AVE, MOUNTAIN VIEW, CA 94043
PHONE: 650-526-3500 FAX: 650-964-8907

Revisions	Delta	Date	Revisions	By

Project
FENCING UPGRADES

Sheet Title
SITE DETAILS

Client Project Number:	Client Proj. #
Scale: As indicated	Sheet
Drawn By: AA	
Checked By: MH	
Issue Date: 07/22/2020	
Revit Version: 2019	Sheet 5 of 5

A8.1



AD-400

Networked wireless
electronic lock



Overview

AD Series electronic locks from Schlage® are designed to be modular and provide more options to choose from, more functionality in the lock and more compatibility with existing access control systems. Its patented modular design allows the lock to be customized to fit the needs of an application now and changed to meet future needs without removing it from the door.

To simplify installation, the AD Series combines all the hardware components required at the door for a complete access control system into one integrated design that includes the electrified lock, credential reader, request-to-exit and request-to-enter sensors, door position switch, tamper switch and more.

The AD-400 wireless networked lock gives you many of the key benefits of a hardwired access control system — without the wires. This allows you to secure doors that were traditionally difficult to run wires to in the past and increase the security throughout your facility.

¹ Check with PACS provider for specific support of mobile credentials in Apple Wallet® and Google Wallet.™

² Applies to cylindrical and mortise chassis only.

Encryption key and credential interoperability

- Hardware configured with our default encryption key or custom key developed by Schlage Custom Encryption Key Service (SCEKS) including NXP, HID® and NFC
- Schlage MIFARE® DESFire® and MIFARE Classic® credentials
- Apple Wallet® and Google Wallet™ NFC student ID and employee badge
- HID iCLASS®, iCLASS SE® and SEOS® plastic and NFC mobile credentials (see page 3)
- Other competitive credentials (see page 3)

Schlage Credential Services

- CardTrax™ credential format sequencing service offering industry standard formats
- Custom format development

Features and benefits

- Open architecture platform - integrated into most popular physical access control systems through our **PACS Alliance** program
- Multi-technology credential compatibility includes Schlage MIFARE®, NFC mobile¹, and proximity
 - Optional support for HID® smart and NFC mobile credentials
- Panel interface options ensure seamless communication with the access control system
- Secure encrypted data transmission
- Unique communication protocols won't interfere with other wireless networks
- Wake up on Radio feature enables centralized lockdown in less than 10 seconds while still optimizing battery life up to 2 years
- Non-invasive wireless installation for historic buildings and sensitive areas
- Wireless accessories available for remote, gate, elevator and portable or temporary (mustering) applications

CYBERSECURITY

Learn about Allegion's commitment

Reliable communications

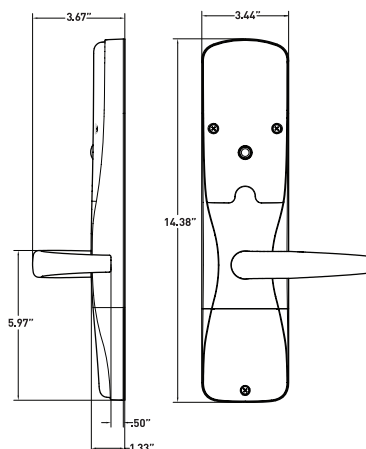
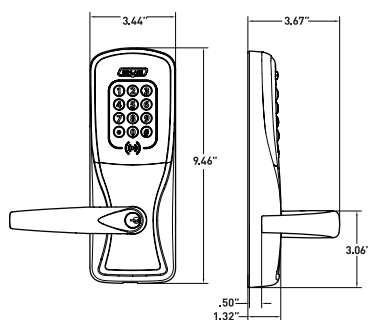
Secure and reliable wireless communication with the Panel Interface Module (PIM) is accomplished using 900 MHz frequency. 900 MHz band enables longer transmission ranges because signal propagation with longer wavelengths travel a greater distance and better penetrate typical building construction – allowing for simplified system design.

Wake-Up on Radio

This feature enables implementation of wireless locks in applications where centralized lockdown or unlock is required. 'Wake Up on Radio' utilizes patent-pending technology to enable real-time activation at a remote battery-powered wireless lock. The technology is configurable from 10 to 1 second increments. When Wake-Up on Radio is used in critical applications, Dynamic Channel Switching should also be enabled.

Panel Interface Module (PIM400)

The PIM400 (sold separately) is required for communication between the AD-400 wireless lock and the access control panel, and can support up to 16 locks depending on your access control system.



AD-400 electronic lock specifications

Modulation	900 MHz spread spectrum, direct sequence, 10 channels
Frequency range	902-928 MHz
Transmission/encryption	AES-128 bit key
Credential verification time	< 1 second ¹
Wake-Up on Radio	Responds to lock/unlock command from host in less than 10 seconds in battery powered applications (per field configuration)
Communication range	Up to 200 ft with obstructions (normal building construction), up to 1000 ft clear line of sight
RF interference avoidance	Configurable dynamic channel switching
Data rate	RF: 40 kbps
Visual/audible communications	Tri-colored LED's and audible indicators (field configurable)
System interface	RS-485, Wiegand, or Clock & Data via PIM400 to host
Power supply	4AA, 8AA, 12 VDC or 24 VDC
Voltage range	4 VDC to 26 VDC
Max current requirement	Up to 250 mA
Battery life	Up to 2 yrs with 4AA
Operating temperature	Exterior: -31° to 151°F (-35° to 66°C) Interior: 32° to 120°F (0° to 49°C) (battery)
Operating humidity	0 - 100% non-condensing
Certifications	ANSI/BHMA A156.25; ANSI/BHMA Grade 1; UL 294; ULC S319; UL 10C 3 hour; FCC Part 15; Industry Canada (IC); ADA compliant; Cylindrical and mortise chassis only: TDI DR-464; DR-465; FL12400, FL4613, FL1592, FL13013, FL14482; Mortise chassis only: FL3905
Accessories	Panel Interface Module (PIM400), SUS-A Cable used with SUS Android mobile app, remote antennas for PIM400 to extend range, Dry Contact Relay Board (RLBD) may be required for supervised inputs (Wiegand systems)

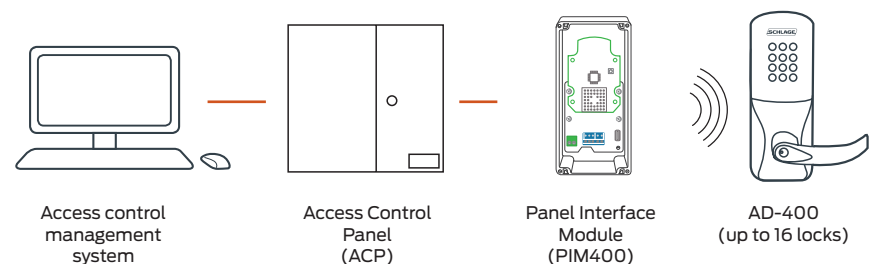
Functions

- Storeroom²
- Office/classroom^{2, 3}
- Privacy³
- Apartment³

Available status signals

- Lock/unlock status⁴
- Request-to-exit
- Door position
- Mechanical key override³
- Deadbolt position³
- Interior push button³
- Interior cover tamper guard³
- Battery status
- Communication status³
- Request-to-enter³

The AD-400 has a number of field-configurable features and provides opening intelligence through status signals that can be monitored by access control software. Please consult one of our Physical Access Control Software (PACS) providers for [details](#) on specific features.



¹ Lock requires less than 100 msec, response time does not include latency time of ACP.

² Storeroom and office/classroom functions not available with mortise deadbolt option.

³ Consult your Physical Access Control Software (PACS) provider for specific scope of support. Interior pushbutton, mechanical key override and deadbolt position are only available when linked via PIM400-485.

⁴ Software indicates lock/unlock status based on sequence of events, but cannot validate mechanical clutch position unless monitored on RS-485 connection.

Mechanical specifications

Chassis	Cylindrical	Mortise	Exit trim
Handing	Handed to order, field reversible		
ANSI standard (Meets or exceeds)	A156.25 locked outdoor A156.2 Series 4000 Grade 1	A156.25 locked outdoor A156.13 Series 1000 Grade 1	A156.25 locked outdoor A156.3 Grade 1
Door thickness	1 3/4" standard, 1 3/8" to 2 3/4" optional (available in 1/8" increments)		
Backset	Standard: 2 3/4" Optional: 2 3/8", 3 3/4", 5"	2 3/4" only	Defined by exit device
Latch bolt	Standard: 1/2" throw Optional: 3/4" throw	Standard: 3/4" throw Optional: 1" throw on mortise deadbolt	Provided by exit device
Levers	Pressure cast zinc, plated		
Strike	Standard: 1 3/16" lip, ANSI, 1 1/4" x 4 7/8" Optional: Additional configurations available, please see price book		Provided by exit device
Cylinder and keys	Schlage® 6-pin Everest 29 S123 keyway Conventional cylinder with two patented keys standard. Additional options available including SFIC, FSIC and competitor brands. See lever and cylinder compatibility data sheet (010432)		

Standard multi-technology reader specification

Credential technologies	Proximity (125 kHz), Smart (13.56 MHz) and Near Field Communication (NFC)
Standards	ISO 15693 ISO 14443
Read range	Proximity: up to 1.25" Smart: up to .75" NFC mobile: mobile device dependent
Proximity credential compatibility	Compatibility: Schlage, ISONAS™, HID ⁴ , GE/CASI ProxLite®, AWID® and LenelProx® Schlage credential style formats: Clamshell, ISO card, ISO card with magnetic stripe, keyfob, thin keyfob, PVC adhesive disc
Smart credential compatibility	Secure sector compatibility: Schlage MIFARE Classic®, Schlage MIFARE Plus®, Schlage MIFARE® DESFire®, PIV and PIV-I ^{1,2} CSN only compatibility: HID iCLASS®, HID iCLASS SE®, Inside Contactless Pico Tag®, MIFARE Classic/Plus/DESFire, ST Microelectronics®, Texas Instruments Tag-It®, Phillips I-Code® Schlage credential style formats: Clamshell, ISO card, ISO card with magnetic stripe, keyfob, thin keyfob, wearable wristband, PVC patch
Mobile credential compatibility	Apple Wallet® NFC student ID and employee badge mobile credentials, Google Wallet™ NFC student ID and employee badge mobile credentials ³
Certifications	FCC, Industry Canada (IC), UL 294
Options	12 button, 3 x 4 matrix backlit keypad

¹ FIPS 201-2 integration ready option available: The AD Series can be used in applications which require approval by the U.S. Federal Government under HSPD-12 for FIPS 201-2 compliance when installed as part of a tested and approved integrated solution. Please see the [AD-402 data sheet](#) or [AD-302 data sheet](#) for complete details.

² 75 bit output format default. Configurable to other output formats.

³ Check with PACS provider for specific support of mobile credentials in Apple Wallet® and Google Wallet™.

⁴ Proximity bit lengths greater than 37 not supported.

Available AD Series reader modules

								
Multi-technology <ul style="list-style-type: none"> Proximity Smart NFC mobile 	Multi-technology <ul style="list-style-type: none"> Proximity Smart NFC mobile 	Si with HID support <ul style="list-style-type: none"> Smart NFC mobile 	Si with HID support <ul style="list-style-type: none"> Smart NFC mobile 	Magnetic stripe (insertion) <ul style="list-style-type: none"> KEYPAD 	Magnetic stripe (insertion)	Magnetic stripe (swipe) <ul style="list-style-type: none"> KEYPAD 	Magnetic stripe (swipe)	Keypad

AD Series exit trim:

AD-400 exit trim is exclusively compatible with Von Duprin 98/99 and 98/99XP (Rim, Mortise, and SVR. CVC and CVR on metal doors only), Von Duprin 22/22F (Rim and SVR) and Falcon 25 (Rim) exit devices made by Allegion. The proper low current request-to-exit switch (RX-LC or AE) is required.

Part numbers for request-to-exit switch:

- Von Duprin: 050281
- Falcon: 650359

Benefits of AD Series multi-technology readers:

- Reads multiple brands of both proximity (125 kHz) and smart (13.56 MHz) technologies with single reader
- Compatible with NFC mobile credentials on iOS and Android platforms³
- Allows facility to migrate to more secure credential technologies over time and as budgets permit

Additional readers

Si option with HID® support

Supports:

- Secure application area of HID iCLASS®, iCLASS SE®, Seos® smart credentials
- iCLASS Standard Key and Elite Keys
- HID NFC mobile credentials
- All Schlage MIFARE® and NFC mobile credentials

Does not support:

- Proximity
- Bluetooth® (BLE) mobile credentials

Magnetic stripe

- Available with choice of insertion or swipe style readers
- Triple track reader (1, 2 or 3), field configurable
- ABA, ISO76XX standard

Keypad

- Backlit keypad
- 12 button, 3 x 4 matrix

Ordering information

Available through one of our GSA schedule 84 approved distributions; BAA options available

AD-400-CY-70-MG-SPA-626-P6-S123-RH-4B-13-049-10-025-1 ³/₄

Series	Class	Chassis	Function	Reader	Lever style	Finish	Lever cylinder	Keying type	Handing	Battery	Backset & latch	Strike	Door thickness
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Selections correspond with the numbers above

Standard options are indicated in bold. See price book for specific configuration options.

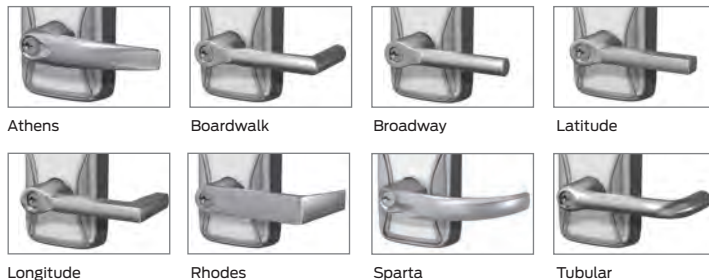
3	Chassis
CY	Cylindrical
MS	Mortise
MD	Mortise deadbolt
993R	Exit trim – Rim/CVC/CVR
993S	Exit trim – SVR
993M	Exit trim – mortise
993DT	Non-functioning dummy trim for exit
4	Function
70	Storeroom
50	Office/classroom
40	Privacy
60	Apartment
Lock function capabilities are determined by users access control system.	
5	Reader
KP	Keypad
MG	Magnetic stripe (insertion)
MGK	Magnetic stripe + keypad (insertion)
MS	Magnetic stripe (swipe)
MSK	Magnetic stripe + keypad (swipe)
MT	Multi-technology (125 kHz, 13.56 MHz, NFC)
MTK	Multi-technology + keypad (125 kHz, 13.56 MHz, NFC)
FMK	FIPS 201-1 compliant multi-technology + keypad (125 kHz and 13.56 MHz)
Si	HID support
SiK	HID support + keypad
DT	Dummy trim

6	Lever
ATH	Athens
BRK	Boardwalk
BRW	Broadway
LAT	Latitude
LON	Longitude
RHO	Rhodes
SPA	Sparta
TLR	Tubular
Available with tactile warning options.	
7	Finish
626	Satin chrome
605	Bright brass
606	Satin brass
612	Satin bronze
619	Satin nickel
625	Bright chrome
643e	Aged bronze
626AM	Satin chrome antimicrobial
8	Lever cylinder type
P6	Schlage 6-pin Conventional key-in-lever cylinder
See price book for other SFIC, FSIC and less cylinder options available. Compatible with Schlage®, Sargent®, Corbin Russwin, Medeco® and Yale®.	
9	Keyway type
S123	Everest 29
See price book for other available keyway options including restricted keyways in Primus XP high security cylinders and master keying.	
10	Handing
RH	Right handed
LH	Left handed
Field reversible.	

11	Battery
4B	4AA
8B	8AA
12	Backset & latch or armor front
Cylindrical	
13-247	2 ³/₄" backset, deadlatch, square corner, 1 ¹/₈" x 2 ¹/₄"
Mortise	
09-663	Armor front, 1 ¹/₄" wide, square corner
See price book for mortise deadbolt and other backset and latch options or armor front options.	
13	Strike
Cylindrical	
10-025	1 ³/₁₆" lip, ANSI, no box, 1 ¹/₄" x 4 ⁷/₈"
Mortise	
10-072	1 ³/₁₆" lip, 1 ¹/₄" x 4 ⁷/₈" square corner, box
See price book for other available strikes.	
14	Door thickness
1 ³/₄"	
Other thicknesses available between 1 ³ / ₈ " and 2 ³ / ₄ "	
See price book for details.	

Lever styles

Conventional cylinders shown, SFIC and FSIC also available.



About Allegion

Allegion (NYSE: ALLE) is a global pioneer in seamless access, with leading brands like CISA®, Interflex®, LCN®, Schlage®, SimonsVoss® and Von Duprin®. Focusing on security around the door and adjacent areas, Allegion secures people and assets with a range of solutions for homes, businesses, schools and institutions.

For more, visit www.allegion.com

KRYPTONITE ■ LCN ■ **SCHLAGE** ■ STEELCRAFT ■ VON DUPRIN

Finishes

Warm tone finishes



605 Bright brass 606 Satin brass 612 Satin bronze 643e Aged bronze

Cool tone finishes



619 Satin nickel 625 Bright chrome 626 Satin chrome 626AM Satin chrome with antimicrobial

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004446, Rev. 02/23
www.allegion.com/us

SAMPLE.
For Reference.



Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Monta Loma Elementary School Fencing Project - Carducci and Associates Contract Amendment No. 1

Estimated Time:

Person Responsible:

Rebecca Westover, Ed.D., Chief Business Officer

Background:

The original contract for Carducci and Associates for the Monta Loma Field and Site improvements project included the replacement of existing fields and blacktop areas. The scope of the project has been revised to now only include replacements and additions to the site fencing. As the scope of design work has been reduced significantly, Carducci and Associates' contract is being amended to reflect the work required for the reduced scope of work. Note: The outdoor learning and greening project is included under a separate contract and is not affected by this amendment.

Note: The outdoor learning and greening project is included under a separate contract and is not affected by this amendment.

Fiscal Implication:

Contract Amendment No. 1 will reduce the overall contract value by (\$276,447) from \$481,250 to \$204,803 This contract is charged to Measure T.

Recommended Action:

It is recommended that the Board of Trustees approve Contract Amendment No. 1 for Carducci and Associates for the Monta Loma Fencing Project.

ATTACHMENTS:

Description	Type	Upload Date
Project Addendum No. 1 to Agreement for Landscape Architectural Services between MVWSD and Carducci Associates for Monta Loma Fields Project	Backup Material	1/4/2024

**PROJECT ADDENDUM #1 TO
AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES
BY AND BETWEEN
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
AND
CARDUCCI ASSOCIATES LANDSCAPE ARCHITECT FOR
MONTA LOMA FIELDS PROJECT**

This Project Addendum #1 to Agreement for Landscape Architect Services ("**Addendum**") is made as of **January 11, 2024, and** forms a part of the Agreement for Landscape Architectural Services between **Mountain View Whisman School District, ("District")** and **Carducci Associates Landscape Architects ("Landscape Architect")** (individually a "Party" and collectively the "Parties") dated on or about **September 10, 2021 ("Agreement")**. This Addendum incorporates Services to be performed by Consultant for the following project(s) ("**Project**"):

Mona Loma Fields and Site Improvements Project, located at Monta Loma Elementary School, 460 Thompson Avenue, Mountain View, CA 94043.

as further described in the Project Scope attached hereto as Attachment 1.

This **Addendum #1** modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this **Addendum #1**. All other terms and conditions of the Agreement shall remain in full force and effect.

Article 3. Consultant Staff

- 3.2 The Consultant agrees that the following key personnel in Consultant's firm shall be associated with the Project in the following capacities:

<u>Job Title</u>	<u>Name</u>
Principal in Charge	Vincent Lattanzio
Project Director	
Other:	

Article 4. Schedule of Services: N/A

Article 5. Construction Cost Budget

- 5.2 The Construction Cost Budget is **Five Hundred Fifty Thousand Dollars (\$550,000.00).**

Article 6. Fee and Method of Payment

- 6.1 District has from the Consultant for all Services contracted for under this Addendum #1, and subject to the terms of this Agreement, a deduct amount of **Two Hundred Seventy-Three Thousand Eight Hundred and Sixty-Four Dollars (\$273,864.00).**

IN WITNESS WHEREOF, the parties hereto have executed this **Addendum #1** on the date(s) indicated below.

Dated: _____, 2024

Dated: _____, 2024

Mountain View Whisman School District

Carducci Associates

Signature: _____

Signature: _____

Print Name: Rebecca Westover, Ed. D

Print Name: _____

Print Title: Chief Business Officer

Print Title: _____

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Notice of Completion - HVAC Modernization & Replacement Phase 3 Project, Foothill Air Conditioning and Heating, Inc.

Estimated Time:

Person Responsible:

Rebecca Westover, Ed.D., Chief Business Officer

Background:

On November 4th, 2022, The Board approved the construction contract for the HVAC Modernization & Replacement Phase 3 Project, from Measure T funds. The Board approved the award of the project to Foothill Air Conditioning and Heating, Inc.

Work is now substantially complete.

Fiscal Implication:

The District currently holds retention in the amount of \$15,600.00, or 5% of the final contract value. After a minimum of thirty-five (35) days after the filing of the Notices of Completion with the County of Santa Clara recorder, the District will release the retention amount, provided all remaining close-out and punch list items have been completed.

Recommended Action:

It is recommended that the Board of Trustees approve the filing of the Notice of Completion for the HVAC Modernization & Replacement Phase 3 Project.

ATTACHMENTS:

Description	Type	Upload Date
Notice of Completion- HVAC Modernization & Replacement Phase 3 Project, Foothill Air Conditioning and Heating, Inc.	Backup Material	1/4/2024

RECORDED WITHOUT FEE UNDER
SECTION 6103 GOVERNMENT CODE

RECORDING REQUESTED BY:

Rebecca Westover, Ed. D
Chief Business Officer

AND WHEN RECORDED MAIL TO:

Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA 94043-3133

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION OF CONTRACT
FOOTHILL AIR CONDITIONING & HEATING, INC.**

THE UNDERSIGNED OWNER HEREBY GIVES NOTICE by order of the MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT of Santa Clara County that work to be performed under the contract heretofore made and executed by and between the Mountain View Whisman School District and Foothill Air Conditioning & Heating, Inc. as Contractor therein, at the HVAC Modernization & Replacement Phase 3 Project at Landels, Imai and Bubb Elementary Schools in Mountain View, State of California, **WAS COMPLETED BY THE CONTRACTOR** on **10/16/2023** as called for in the manner designated by the plans and specifications.

The address of said sites are

Edit Landels Elementary School, 115 West Dana Street, Mountain View, CA 94041
Amy Imai (formerly Huff) Elementary School, 253 Martens Ave., Mountain View, CA 94040
Benjamin Bubb Elementary, 525 Hans Ave., Mountain View, CA 94040

IN WITNESS WHEREOF, pursuant to the order of the Board of Education authorizing and directing the execution of this instrument by signature of the Superintendent or his designee, the said District has caused these presents to be executed in its name, authenticated by the signature of the Superintendent's designee, the Chief Business Officer of Mountain View Whisman School District, on **January 11, 2024.**

The names and addresses and interest of all owners of said property are as follows:

Name: **Mountain View Whisman School District**
Address: **1400 Montecito Avenue**
Mountain View, CA 94043

By: _____(signature)
Rebecca Westover, Ed. D.
Chief Business Officer

VERIFICATION

I am Rebecca Westover, Chief Business Officer, the agent of the owner(s) of the property described in the foregoing notice. I have read the foregoing notice and know the contents thereof, and the same of my knowledge. I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Dated: _____ at Mountain View, California

(Signature)

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: District-Wide Solar Project Contract Amendment No. 2 for Sage Renewable Energy Consulting

Estimated Time:

Person Responsible:

Rebecca Westover, Ed.D., Chief Business Officer

Background:

During the District Wide Solar Project, the District elected to break the project into 2 phases to allow for expedited completion of the ground-mount arrays ahead of the sites with roof-mounted solar. The split of the project requires the asset management scope of work under the Sage Renewable contract to be performed over 2 years as opposed to 1 as originally planned. Sage Renewables presented the District with a proposal for the added labor required for the second year of asset management.

Fiscal Implication:

The monies required for Amendment No. 2 will total \$9,000, bringing the final contract value for Sage Renewables to \$150,000. This contract is charged to Measure T.

Recommended Action:

It is recommended that the Board of Trustees approve Contract Amendment No. 2 for Sage Renewables for the District-Wide Solar Project.

ATTACHMENTS:

Description	Type	Upload Date
Amendment No 2 to Independent Contractor Agreement for Professional Services Between MVWSD and Sage Renewable Energy Consulting, Inc.	Backup Material	1/4/2024

**AMENDMENT NO. 2
TO
INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
AND
SAGE RENEWABLE ENERGY CONSULTING, INC. dba NV5**

This Amendment No. 2 ("**Amendment**") to the Independent Contractor Agreement for Professional Services ("**Agreement**"), dated January 11, 2024, is made by and between the Mountain View Whisman School District ("**District**") and Sage Renewable Energy Consulting, Inc. ("**Consultant**") (collectively "**Parties**").

- i. On or about August 13, 2018, the Board of Trustees of the District ("**Board**") approved the Agreement with Consultant.
- ii. The Board desires Consultant to provide additional solar consulting services for District under the terms and conditions in the Agreement, as amended and modified by this Amendment.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

A. Section 2.a – 2.f is REPLACED with the Following:

- 2. Price & Payment.** The Consultant shall furnish the Services to the District for the following compensation for a total not to exceed fee of **\$9,000 ("Fee")**. Payment for the Services shall be made in accordance with the Terms and Conditions and the provisions herein below. District must approve Consultant'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). Additional payment terms are included as follows:

- a. Consultant's Fee percentage is on a sliding scale based on the California Office of Public School Construction (OPSC) guidelines for energy consultant fees.
- b. [Reserved].
- c. At the time of execution of this Agreement, Consultant has already completed and District has already paid for previous services pursuant to the Agreement.
- d. If the project is canceled for any reason, the District will be responsible for payments to Consultant for work completed to date per the Fixed Fee Schedule presented below. Consultant will only bill for work that has been completed and will not bill for uncompleted tasks if the Project is terminated or suspended.
- e. Project Fee by Task:

	Task	Task Fee
1	Performance Management (Phase 2 only)	\$9,000
	Total	\$9,000

- f. Additional Services. If requested by District, Consultant can provide additional services on a time and materials (T&M) basis with a not to exceed (NTE) limit, billed at the hourly rates listed below. T&M travel time is billable at the full hourly rate. Consultant will not perform T&M work without prior consent of the District.

Title	2022 Hourly Fees	
Managing Principal	\$270	
Subject Matter Expert	\$350	
Principal	\$255	
Associate Principal	\$245	
Senior Project Manager	\$240	
Project Manager/Sr. Engineer	\$215	
Senior Data Scientist	\$215	
Construction Manager	\$200	
Senior Analyst/Technician	\$190	
Engineer/Data Scientist	\$175	
Analyst/Technician	\$150	
Energy Intern	\$115	
Program Support Specialist	\$110	
Project Administrator	\$90	

B. Section 3 is REPLACED with the Following:

3. **Schedule.** The Services shall be completed in accordance with the following Schedule. ("Schedule"):

Task	Description	Dates	Deliverables
Task 1	Performance Management, Year 1	March 2023 – March 2024	<ul style="list-style-type: none"> Quarterly Performance Summary Annual Performance Report, Single

- C. Term of Amendment:** This Amendment is effective on the date all Parties have fully executed this Amendment and the Board has approved or ratified this Amendment.
- D. No Other Modification.** Except as expressly modified by this Amendment, all other provisions in the Agreement shall remain the same and in full force and effect.
- E. Separate Counterparts.** This Amendment may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.

Accepted and agreed on the date indicated below.

Dated: _____, 2024

Dated: _____, 2024

Mountain View Whisman School District

Sage Renewable Energy Consulting, Inc. dba NV5

Signature: _____
 Print Name: Dr. Ayinde Rudolph
 Print Title: Superintendent

Signature: _____
 Print Name: _____
 Print Title: President

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Job Description - Assistant Director of Maintenance, Operations, and Transportation

Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

Background:

The Maintenance, Operations, and Transportation department is restructuring the supervisory roles and including a new position that combines the transportation supervisor role with additional support for our custodial department. This combined role will support District needs and Strategic Plan initiatives.

Fiscal Implication:

approx. \$250,000

Recommended Action:

It is recommended that the Board of Trustees approve the Assistant Director of Maintenance, Operations, and Transportation job description at first reading, as presented.

ATTACHMENTS:

Description	Type	Upload Date
Job Description Assistant Director of MOT	Backup Material	1/4/2024

Mountain View Whisman School District Human Resources Department	Job Title: Assistant Director Maintenance, Operations & Transportation
Classification: Classified Management Salary Schedule – Coordinator/Assistant Director	Date Approved:

Employment contingent upon background check and Post-Offer Pre-Employment Physical (POPP)

Position Description

The job of the Assistant Director was established for the purpose of assisting the Director of MOT in managing the Maintenance, Custodial and Transportation Departments. The Assistant Director will participate in the cleaning of facilities and train others in order to promote efficient practices that result in clean and attractive facilities. The administrator stands in place of the Director of Maintenance, Operations & Transportation in his or her absence.

The Assistant Director will assist in the supervision, inspection and evaluation of the Custodial and Transportation Department staff. The Assistant Director will also have responsibility in the selection, training, supervision, evaluation, and motivation of subordinate personnel.

This job reports to the Director of Maintenance, Operations and Transportation.

Education/Experience

High school diploma or equivalent combination of training and experience.

3 years experience in the Maintenance, Transportation & Custodial Field.

Required Qualifications

- Possess and maintain a valid State of California License w/ endorsements P & S
- Possess and maintain a valid First Aid and Medical certificates issued by an authorized agency
Completion of ten (10) hours of general instruction annually and 10 hrs of specific instruction (from OST) during certificate renewal.
- **Must possess or obtain a Bus Driver Certificate within 12 months of hire date.**

Skills/Abilities

- The ability to determine priorities and schedule work effectively and efficiently.
- The ability to effectively communicate orally and in writing as well as provide inservice to employees or other groups
- The flexibility to cope with emergencies
- The knowledge of the Maintenance, Custodial and Transportation fields
- Strong organizational and interpersonal skills
- The ability to apply effective supervisory principles and practices including interviewing, counseling, motivation, training and development, evaluation and disciplinary techniques, methods and procedures.
- The ability to perform and use all the tools in the Custodial field.

- The ability to schedule, assign and perform 'walk-through' quality reviews of the work of Custodians.
- The ability to demonstrate custodial equipment and methods to Custodians.
- The ability to plan, prioritize to meet schedules and timelines.
- The ability to manage and supervise a large and diverse workforce, effectively implementing recognition, evaluation systems and discipline to maintain employee confidence and morale.
- The ability to analyze complex issues, formulate reports, organize and present data and provide summaries, conclusions and resolution options.
- The ability to apply effective supervisory principles and practices including interviewing, counseling, motivation, training and development, evaluation and disciplinary techniques, methods and procedures.
- Handle stress and frequently changing situations

Examples of Duties & Responsibilities

- The administrator stands in place of the Director of Maintenance, Operations & Transportation in his or her absence.
- Assists in the development and implementation of goals, objectives, custodial standards, policies and procedures related to the Maintenance, Operations and Transportation department.
- Assists in the preparation and administration of the department budget, monitors and approves expenditures.
- Inspects, reviews and evaluates the performance of employees.
- Assists in planning and directing the maintenance, repair and construction of District facilities and equipment.
- Assists in directing the cleaning and care of district buildings.
- Conducts inservice and staff safety meetings.
- Assists with management of Custodial, Maintenance, Grounds and Transportation services in support of the mission, tasks, functions and goals of the District..
- Develops work methods, analyzes procedures, and refines schedules
- Manages and monitors the fleet operations and service performance of vehicles and transporting of students.
- Responds to emergency situations and assists with the emergency management program.
- Directs, trains, and provides input to evaluation of assigned custodial personnel.
- Inspects completed work for accuracy and compliance to instructions and established custodial standards.
- Confers with school site administrators and staff regarding custodial projects and activities.
- Acts as an information source to subordinate employees regarding work methods, procedures, problems, etc.
- Performs related duties as required
- Develops and implements building inspections, establishes standards of cleanliness and ensures staff adhere to established cleanliness standards.
- Ensures that all work is performed and completed in a safe, efficient and expeditious manner while conforming to all of the Districts policies and procedures.
- Develops and conducts surveys to ensure service levels are achieved.
- Carries out directions of immediate supervisor
- Reports safety, sanitary and fire hazards
- Performs such other related duties as may be required or directed.

Physical Demands

(Note: Terms used in this section are defined as follows: Rarely – 1 to 10%; Occasionally – 11 to 33%; Frequently – 34 to 66%; and Continuously – 67 to 100% of the work day)

Sitting: Occasionally
Standing/Walking: Continuously
Bending/Neck bending: Frequently
Squatting/Climbing/Kneeling: Frequently
Crawling: Occasionally
Neck/Waist twisting: Continuously
Pushing/Pulling: Continuously; up to 60 lbs. at a time
Reaching: above shoulder: Occasionally
 below shoulder: Continuously
Lifting/Carrying: 0-10 lbs.: Frequently
 11-25 lbs.: Frequently
 26-50 lbs.: Occasionally
 51-75 lbs.: Occasionally

Hand Activities: Repetitive hand use; simple grasping; power grasping; fine manipulation Hand and arm twisting/turning; computer operation/writing

Other Job Factors

The following conditions are present – exposure to fumes from cleaning solutions; floor strippers and waxes; dust; dirt and wetness; temperature variation and weather conditions when outdoors; occasional work at heights; and biohazards when cleaning restrooms and cleaning up bodily fluids. Must have normal or corrected vision.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not exhaustive of the duties performed or that may be performed by this position.

Supervised by: Superintendent or Designee

Evaluated by: Superintendent or Designee

The Mountain View Whisman School District prohibits discrimination, harassment, intimidation and bullying in educational programs, activities, or employment on the basis of actual or perceived ancestry, age, color, disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sex, sexual orientation, parental, pregnancy, family or marital status, military status or association with a person or a group with one or more of these actual or perceived characteristics. The Mountain View Whisman School District requires that school personnel take immediate steps to intervene when safe to do so when he or she witnesses an act of discrimination, harassment, intimidation, or bullying.

Questions or complaints of alleged discrimination, harassment, intimidation and bullying, equity or Title IX equity and compliance concerns should be directed to Tara Vikjord at 650-526-3500, 1400 Montecito Ave., Mountain View, CA 94043, or tvikjord@mvwsd.org.

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: REVIEW AND ACTION

Agenda Item Title: Naming the Board Representative for the County Committee 2024 Election (10 minutes)

Estimated Time:

Person Responsible:

Dr. Ayindé Rudolph, Superintendent

Devon Conley, School District Board President

Background:

The purpose of the certificate is to name a board member to complete the County Committee Election ballot that comes to each district ahead of the election. The board member indicated on this form will vote in the **2024** County Committee election. This is a requirement per Education Code 35023. The County Committee Board Representative will not be a member of the County Committee and is not required to attend County Committee meetings.

Fiscal Implication:

None.

Recommended Action:

It is recommended that the Board of Trustees name a board member representative for the County Committee 2024 election.

ATTACHMENTS:

Description	Type	Upload Date
Naming Letter	Backup Material	1/4/2024
Naming Represenative Form	Backup Material	1/4/2024



Santa Clara County Office of Education

Mary Ann Dewan, Ph.D.
County Superintendent of Schools

December 6, 2023

TO: District Superintendents
School District Board Presidents

FROM: Olivia Santillán, Designee to the County Committee on School District
Organization

SUBJECT: NAMING THE BOARD REPRESENTATIVE FOR THE COUNTY
COMMITTEE – **2024 ELECTION**

Enclosed is a copy of the certificate for this year's naming of the County Committee Board Representative. The purpose of the certificate is to name a board member to complete the County Committee Election ballot that comes to each district ahead of the election. The board member indicated on this form will vote in the **2024** County Committee election. **Completion and return of this form is a requirement per Education Code 35023.**

*The County Committee Board Representative will **NOT** be a member of the County Committee and is **NOT** required to attend County Committee meetings. The purpose of the representative is for County Committee election purposes only.*

Instructions for completing and returning the certificate are contained in the enclosed document. Please scan and email forms to **Osantillan@sccoe.org**.

Please return certificates by December 22, 2023.

If you have any questions regarding this matter, please contact Olivia Santillán at Osantillan@sccoe.org or (408) 453-6869. Thank you.

**SCHOOL DISTRICT
CERTIFICATE
NAMING THE BOARD REPRESENTATIVE
FOR THE COUNTY COMMITTEE ELECTION**

The California Education Code requires that the governing board of each school district, at its annual initial meeting, select one of its members to vote in the election for members of the County Committee on School District Organization. The relevant Education Code Section is as follows:

§ 35023. Election of representative for county committee

The governing board of each school district of every kind or class shall annually at its initial meeting select one of its members as its representative who shall have one vote for each member to be elected to the county committee as provided by Article 1 (commencing with Section 4000 of Chapter 1 of Part 3). The secretary or clerk of the district shall furnish the county superintendent with a certificate naming the representative selected by the board.

To comply with the Education Code, please provide the information requested below and return to the address below.

Name of School District

**Name of Board Member
Selected to Vote in the
County Committee Election**

**Date of the Board Meeting
at Which the Above Board
Member was Selected**

**Signature of the
Secretary or Clerk
of the District**

Please email completed Certificate to: **Osantillan@sccoe.org**

If you have any questions regarding this procedure, please call (408) 453-6869.

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: REVIEW AND DISCUSSION

Agenda Item Title: 2023 California Dashboard Update (60 minutes)

Estimated Time:

Person Responsible:

Cathy Baur

Chief Academic Officer

Background:

Staff has prepared a report and presentation on the results of the 2023 California School Dashboard.

Based on the Local Control Funding Formula (LCFF), which was passed in 2013, California has an accountability system that is based on multiple measures. These measures are used to determine Local Educational Agency (LEA) and school progress toward meeting the needs of their students. The measures are based on factors that contribute to a quality education, including high school graduation rates, college/career readiness, student test scores, English learner (EL) progress, suspension rates, chronic absenteeism, and parent engagement.

Performance on these multiple measures will be reported through the California School Dashboard (Dashboard). The new accountability system reflects a clear expectation that all LEAs and schools can and should improve and emphasizes equity by focusing on student group performance.

Fiscal Implication:

None

Recommended Action:

None

ATTACHMENTS:

Description	Type	Upload Date
2023 California Dashboard Presentation	Presentation	1/3/2024
2023 California Dashboard Report	Backup Material	1/3/2024
Stie Strategies List for Attendance and Chronic Absenteeism	Backup Material	1/3/2024



Mountain View
Whisman
School District

California Dashboard

January 2023





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California Dashboard

The California Dashboard

- The California Dashboard is the state's accountability and continuous improvement system
- The Dashboard displays performance on multiple state and local measures that assess how districts and schools are meeting the needs of their students
- The results displayed assist Districts and schools in identifying strengths, weaknesses and areas in need of improvement and identifies Districts and schools that need technical assistance or intensive state support/intervention due to failure to show growth over time
- The indicators in the Dashboard align with the desired outcomes in Strategic Plan 2027 and the Local Control Accountability Plan (LCAP).



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Local and State Indicators

Local and State Indicators

- The system is based on multiple measures instead of a single indicator - academic achievement
- The multiple measures are based on the Local Control Funding Formula (LCFF) state priorities and are divided into two types of indicators:
 - Local indicators
 - State Indicators

Local Indicators

State data is not available for some priority areas identified in the Local Control Funding Formula law

These are the local indicators

- **State Priority 1 - Basic Services and Conditions of Learning**
- **State Priority 2 - Implementation of State Academic Standards**
- **State Priority 3 - Parent Engagement**
- **State Priority 6 - School Climate**
- **State Priority 7 - Broad Course of Study**

How is Local Performance Measured

- The State Board of Education approved standards for the local indicators that support Districts in measuring and reporting their progress within the appropriate priority areas
- The approved standards require Districts to:
 - Annually measure its progress
 - Met
 - Not Met
 - Not Met for Two or More Years
 - Report the results at the same regularly scheduled public meeting of the governing board as the LCAP approval - June 15, 2023
 - Publicly report the results through the Dashboard
 - Results uploaded to the dashboard prior to 9/30/23

State Indicators

- **The State Indicators are as follows:**
 - **Academic Indicators (State Priority 4):**
 - English Language Arts/Literacy (ELA) assessment (SBAC scores)
 - Mathematics Assessment (SBAC scores)
 - **Suspension Rate Indicator (State Priority 6)**
 - **English Learner Indicator (Priority 4)**
 - Progress of English Learners (ELs)
 - **Chronic Absenteeism Rate (State Priority 5)**
 - **Graduation Rate Indicator (State Priority 7 - not reported for elementary districts)**
 - **College/Career Indicator (State Priority 8 - not reported for elementary districts)**

State Indicators

- Ratings are given for all indicators
- For Suspension and Chronic Absenteeism the District wants to have a Low or Very Low rating indicating low rates in these areas
- For the Academic Indicators and English Learner Progress Indicator the District wants to have a high or very high rating indicating high rates of student progress and achievement

Performance on State Indicators

- Performance on state measures is based on two factors
 - Current year data for the measure (Status)
 - Difference between current year and prior year data (Change)
- Performance calculations are done for each state measure and intersect on a five-by-five table
- The table layout and color placement vary for each measure
- In the five-by-five table, current year data levels (Status) are displayed in the left column, while the levels for the difference between current year and prior year data (change) are displayed in the top row.
- The performance level, or color, is determined by the point at which these two levels intersect.
- Two years of data (status and change) are required to receive a color rating

Performance on State Indicators

Level	Declined Significantly	Declined	Maintained	Increased	Increased Significantly
Very High	Green	Green	Blue	Blue	Blue
High	Green	Green	Green	Green	Blue
Medium	Yellow	Yellow	Yellow	Green	Green
Low	Orange	Orange	Orange	Yellow	Yellow
Very Low	Red	Red	Red	Orange	Orange



Red



Orange



Yellow



Green



Blue

Lowest Performance

Highest Performance

2022 Dashboard

- The 2022 Dashboard reported Status only using data from the 2021-22 school year.
- The Status and Change color dials were replaced with purple cell phone bars which represented status levels ranging from Very High, High, Medium, Low and Very Low for all state measures
- To determine status levels, the state compared data from 2021-22 to status levels from 2019 (pre-pandemic).



Very Low



Low



Medium



High



Very High

LOWEST PERFORMANCE

HIGHEST PERFORMANCE

2023 Dashboard

- The 2023 Dashboard will use data from 2022-23 (change) compared to data from 2021-22 (status) to determine performance levels
- Schools and districts will receive one of five performance levels for each eligible state measure



Who Gets a Performance Level

- Performance levels are applied to all LEAs, schools, and student groups with 30 or more students.
 - Exception: Homeless and Foster Youth will be reported at the District level if there are at least 15 students in those groups
- The data used to determine “30 or more” differs for each indicator due to grades and enrollment rules
 - Student groups with 11-29 students have results displayed, but are assigned no performance level
 - Student groups with 10 or fewer students have no information displayed (to protect confidentiality)

Who Gets a Performance Level

English Learners



Yellow

17.4% chronically absent

Declined 2.4% ⬇️

Number of Students: 172

Hispanic



Yellow

15.3% chronically absent

Declined 4.7% ⬇️

Number of Students: 248

Socioeconomically Disadvantaged



Yellow

14% chronically absent

Declined 7.6% ⬇️


Number of Students: 186



Mountain View
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School District


The Dashboard

Dashboard Home Page



California School
DASHBOARD

[Home](#) [About ▾](#) [State Summary](#) [Search](#) [More Information](#) [En Español](#)



Explore information about your local school and district.

Search by school, district, or county name

District Landing Page

DISTRICT PERFORMANCE OVERVIEW

Mountain View Whisman

Explore the performance of Mountain View Whisman under California's Accountability System.

[Generate PDF Report](#)[View All Schools](#)[View Additional Reports](#)

2022

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

Chronic Absenteeism



Suspension Rate



English Learner Progress



English Language Arts



Mathematics



Basics: Teachers, Instructional Materials, Facilities

STANDARD MET

Implementation of Academic Standards

STANDARD MET

Parent and Family Engagement

STANDARD MET

District/School Performance Indicators


MOUNTAIN VIEW WHISMAN

Academic Performance

View Student Assessment Results and other aspects of school performance.

[LEARN MORE](#)

English Language Arts



Green

36.8 points above standard

Declined 3.2 Points ☹️

EQUITY REPORT


Number of Student Groups in Each Level

1	4	0	2	3
Red	Orange	Yellow	Green	Blue

[View More Details ➡](#)

[LEARN MORE](#)

Mathematics



Green

24 points above standard

Maintained -0.7 Points

EQUITY REPORT


Number of Student Groups in Each Level

1	3	2	0	4
Red	Orange	Yellow	Green	Blue

[View More Details ➡](#)

[LEARN MORE](#)

English Learner Progress



Orange

53.7% making progress

Declined 2.6% ☹️

[View More Details ➡](#)

Student Group Details - ELA

Student Group Details

All Student Groups by Performance Level

13 Total Student Groups



Red

Homeless



Orange

English Learners

Hispanic

Socioeconomically Disadvantaged

Students with Disabilities



Yellow

No Student Groups



Green

African American

Filipino



Blue

Asian

Two or More Races

White



No Performance Color

American Indian

Foster Youth

Pacific Islander



Mountain View
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School District

State Indicators and District Results

District Performance

- The 2023 Dashboard is based on results from the 2022-23 school year (Change) compared to the results from the 2021-22 school year (Status)
- Because there are two years of consecutive data, each District, school and student group is given a rating of Very Low, Low, Medium, High or Very High along with a corresponding color
- The District is comparing data based on the ratings instead of colors as colors were not assigned on the 2022 Dashboard

Neighboring Districts - Overall Ratings

Group	Chronic Absenteeism	Suspensions	ELA	Math	English Learner Progress Indicator (ELPI)
MVWSD	Medium	High	High	High	Low - 53.7%
Los Altos	High	Very Low	Very High	Very High	High - 64.8%
Cupertino	High	Very Low	Very High	Very High	Very High - 66.9%
Palo Alto	High	Low	Very High	Very High	Very High - 66%
Sunnyvale	High	Medium	High	Medium	High - 51.9%



Mountain View
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School District

Chronic Absenteeism

Chronic Absenteeism Indicator

- Chronic Absenteeism:
 - LEAs, schools, and student groups that have 30 or more students enrolled will receive Chronic Absenteeism ratings
 - A student is considered a chronic absentee if he or she is absent (excused, unexcused, or suspended) 10 percent of the days they were enrolled in a school.
 - Chronic absence is different from truancy, which counts only unexcused absences and indicates a violation of California's compulsory attendance laws
 - The Dashboard calculates Chronic Absenteeism rates for all students grades TK-8 based on attendance data submitted by the District to CALPADS (California Longitudinal Pupil Achievement Data System)
 - The goal is to have low or very low ratings for Chronic absenteeism and/or to see a decrease from the previous year

MVWSD Chronic Absenteeism

Group	2022 Performance	2023 Performance
All Students	High - 16.9%	Medium - 15.6% ↓
English Learners	Very High - 27.2%	Medium - 23.1% ↓
Homeless	Very High - 42.7%	Medium - 32% ↓
Socioeconomically Disadvantaged	Very High - 30.7%	Medium - 25.6% ↓
Students with Disabilities	Very High - 27.4%	Very High - 28.6% ↑
African American	High - 18.5%	High - 18.3% ↓
Asian	Medium - 5.7%	High - 6.4% ↑
Filipino	High - 13.6%	High - 13.5% ↓
Hispanic/Latino	Very High - 28.4%	Medium - 24.7% ↓
Pacific Islander	No Performance Level	No Performance Level
Two or More Races	Medium - 9.7%	Low - 8.9% ↓
White	High - 12.2%	High - 11.9% ↓

Chronic Absenteeism by Site

Site	2022 Performance	2023 Performance
MVWSD	Medium - 16.9%	Medium - 15.6% ↓
Bubb Elementary	Medium - 8.4%	High - 11.1% ↑
Castro Elementary	Very High - 33.1%	Medium - 29.4% ↓
Imai Elementary	Medium - 7.6%	High - 10.1% ↑
Landels Elementary	High - 17.3%	Medium - 16.7% ↓
Mistral Elementary	High - 15.5%	Medium - 12.6% ↓
Monta Loma Elementary	Very High - 27.1%	High - 25.1% ↓
Stevenson Elementary	Medium - 8.9%	Low - 7% ↓
Theuerkauf Elementary	Very High - 29.%	Medium - 26.4% ↓
Vargas Elementary	High - 18.5%	Medium - 12.5% ↓
Crittenden Middle School	High - 17.8%	Medium - 15.5% ↓
Graham Middle School	High - 14.5%	High - 14.6% ↑

Chronic Absenteeism Trends

- Overall MVWSD has a medium rating for chronic absenteeism
- The District had a 15.6% rate of chronic absenteeism in 2022-23 which is decrease of 1.3% from 2021-22
- The state has an overall rating of medium with 24.3% of students chronically absent
- The District's focus on Chronic Absenteeism in the 2022-23 school year resulted in a decrease in Absenteeism overall and for all subgroups except Students with Disabilities and Asian students
- Students with Disabilities have a very high rate of chronic absenteeism (28.6%) which is an increase of 1.1% from 2021-22
- Many of the Districts most at risk student groups lowered chronic absenteeism rates including (ELL -4.1%, Homeless -10.7%, Socioeconomically Disadvantaged -5.1% and Hispanic Latino -3.7% students)
- Overall, all schools except Bubb (+2.7), Imai (+2.5) decreased chronic absenteeism rates from 2021
- Castro decreased chronic absenteeism for all student groups with a 20.9% decrease for students identified as Homeless



Mountain View
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Suspensions

Suspension Indicator

- LEAs, schools, and student groups that have 30 or more students enrolled will receive Suspension Rate ratings
- If a student is suspended multiple times (at the same school or district), the student is counted as being suspended only once.
- **LEA Example:** If a student was suspended:
 - Five times at School A,
 - Twice at School B, and
 - Twice at School C
 - The student would be counted as being suspended once at the LEA and once in each school
- The Dashboard calculates suspension rates for all students grades TK-8 based on attendance data submitted by the District to CALPADS (California Longitudinal Pupil Achievement Data System)
 - includes both in school and out of school suspensions
- The goal is to have low or very low ratings for Suspensions

MVWSD Suspension Indicator

Group	2022 Performance	2023 Performance
All Students	Medium - 1.7%*	High - 2.9% ↑
English Learners	High - 3.1%	High - 3.9% ↑
Homeless	High - 5.1%	Very High - 7.2% ↑
Socioeconomically Disadvantaged	High - 3.3%	Very High - 5.4% ↑
Students with Disabilities	High - 3.7%	Very High - 5.9% ↑
African American	High - 4.4%	High - 4.8% ↑
Asian	Low - 0.6%	Low - 0.8% ↑
Filipino	Medium - 1.9%	Medium - 1.9%
Hispanic/Latino	Medium - 2.8%	Very High - 4.9% ↑
Pacific Islander	No Performance Level	No Performance Level
Two or More Races	Low - 1.5%	Low - 1.5%
White	Low - 0.8%	High - 1.9% ↑

Mountain View Whisman School District

*Percentage of students suspended at least one day in the 2022-23 school year

Suspensions by Site

Site	2022 Performance	2023 Performance
MVWSD	Medium - 1.7%*	High - 2.9% ↑
Bubb Elementary	Very Low - 0.3%	Medium - 0.6% ↑
Castro Elementary	High - 4.6%	Very High - 6.1% ↑
Imai Elementary	Low - 0.9%	Very Low - 0.5% ↓
Landels Elementary	Very Low - 0.5%	Medium - 1% ↑
Mistral Elementary	Very Low - 0.0%	High - 1.7% ↑
Monta Loma Elementary	Medium - 1.3%	Low - 0.7% ↓
Stevenson Elementary	Very Low - 0.0%	Medium - 0.9% ↑
Theuerkauf Elementary	Medium - 1.3%	Medium - 1.2% ↓
Vargas Elementary	Medium - 2%	Medium - 2.1% ↑
Crittenden Middle School	Low - 1.8%	High - 6.5% ↑
Graham Middle School	Medium - 4%	High - 5.5% ↑

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*Percentage of students suspended at least one day in the 2021-22 school year

Data Trends

- The District has a 2.9% suspension rate which is an increase of 1.2% from 2021-22
- The State's overall suspension rating is high - 3.5%
- Suspension rates in 2022-23 increased for all student groups as compared to 2021-22 except for Filipino students and students identified with Two or More Races
- The District has the highest suspension rates for Homeless students (7.2%), students with Disabilities (5.9%) and Socioeconomically Disadvantaged (5.4%) students
- Asian (0.8%) and students identified with Two or More Races (1.5%) have the lowest suspension rates
- Suspension rates
- Crittenden (6.5%) and Castro (6.1%) have the highest Suspension rates in 2022 increased for all schools as compared to 2021 except for Imai, Monta Loma and Theuerkauf



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English Learner Progress Indicator (ELPI)

English Learner Progress Indicator (ELPI)

- The English Learner Progress Indicator (ELPI) shows percentage of students who moved up at least one performance level from the prior year on the summative English Language Proficiency Assessments for California (ELPAC) or maintained ELPAC level 4
- Districts want to see percentages increase year over year indicating that English Learners are increasing or maintaining levels of English proficiency.
- English Learner (EL) students with both 2022 and 2023 ELPAC Summative results are included
- These EL students are not included:
 - EL students who were reclassified fluent English proficient (RFEP)
- The CDE will assign an ELPI Status of “Low” to schools and districts with an ELPAC participation rate less than 95% (MVWSD 99.1%)

English Learner Progress Indicator (ELPI)

- There are 6 ELPI levels derived from 4 ELPAC performance levels.
- ELPAC performance levels 2 and 3 were each split to create a low and a high range within each level.
- **Rationale:** reflects the research-based timeline of 5 to 7 years for an English Learner to reach English Language Proficiency

Note: For EL students with initial ELPAC Summative Assessment results in low level 3, for example, the expectation is that those EL students reach ELP in less than five years.

English Learner Progress Indicator (ELPI)

Levels

- ELPI Level 1 (ELPAC Summative Assessment Level 1)
- ELPI Level 2L (ELPAC Summative Assessment Low Level 2)
- ELPI Level 2H (ELPAC Summative Assessment High Level 2)
- ELPI Level 3L (ELPAC Summative Assessment Low Level 3)
- ELPI Level 3H (ELPAC Summative Assessment High Level 3)
- ELPI Level 4 (ELPAC Summative Assessment Level 4)



English Learner Progress Indicator

Site	Number of English Learners		% making progress toward English Language Proficiency		Performance Level	
	2022	2023	2022	2023	2022	2023
MVWSD	645	710	56.3%	53.7% ↓	High	Low
Bubb Elementary	31	37	45.2%	48.6% ↑	Medium	High
Castro Elementary	154	132	47.4%	43.2% ↓	Medium	Low
Imai Elementary	25	27	72%	63% ↓	NPL*	NPL*
Landels Elementary	32	51	56.3%	70.6 ↑	High	Very High
Mistral Elementary	109	112	56%	58% ↑	High	High
Monta Loma Elementary	43	42	53.5%	47.6% ↓	Medium	Low
Stevenson Elementary	17	28	58.8%	50% ↓	NPL*	NPL*
Theuerkauf Elementary	53	51	58.5%	56.9% ↓	High	High
Vargas Elementary	42	50	54.8%	44% ↓	Medium	Very Low
Crittenden Middle School	44	59	72.7%	62.7 ↓	Very High	Medium
Graham Middle School	93	120	64.5%	54.2% ↓	High	Low

Data Trends

- MVWSD is rated low with 53.7% of English Learners making progress toward English proficiency which is a decrease of 2.6%
 - The number of ELLs in the District increased from 645 to 710 from 2021-22 to 2022-23
- The majority of schools decreased in the percentage of English Learners making progress toward proficiency (Castro -4.2%, Imai -9%, Monta Loma -5.9%, Stevenson -8.8%, Theuerkauf -1.6%, Vargas -10.8%, Crittenden -10%, and Graham -10.3%)
- One school scored in the very high range (Landels) and three in the high range (Bubb, Mistral and Theuerkauf)
- Landels 70.6%) had the highest percentage of students making progress toward English proficiency
- Four schools were rated as very low or low (Vargas, Castro, Monta Loma and Graham)



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Academic Indicators

Academic Indicator

- The Academic Indicators show overall and student group performance relative to grade level standards in English Language Arts (ELA) and math
- LEAs, schools, and student groups that have 30 or more students enrolled will receive a Academic Indicator ratings
- MVWSD ratings are primarily based on the grades 3–8 Smarter Balanced Summative Assessments which are taken in May of each school year
- The California Alternate Assessments (CAAs) are also included in the methodology
- A calculation methodology using scale scores called Distance from Standard (DFS) is used to determine status levels
- The goal is to have high or very high ratings for ELA and math

Distance from Standard (DFS)

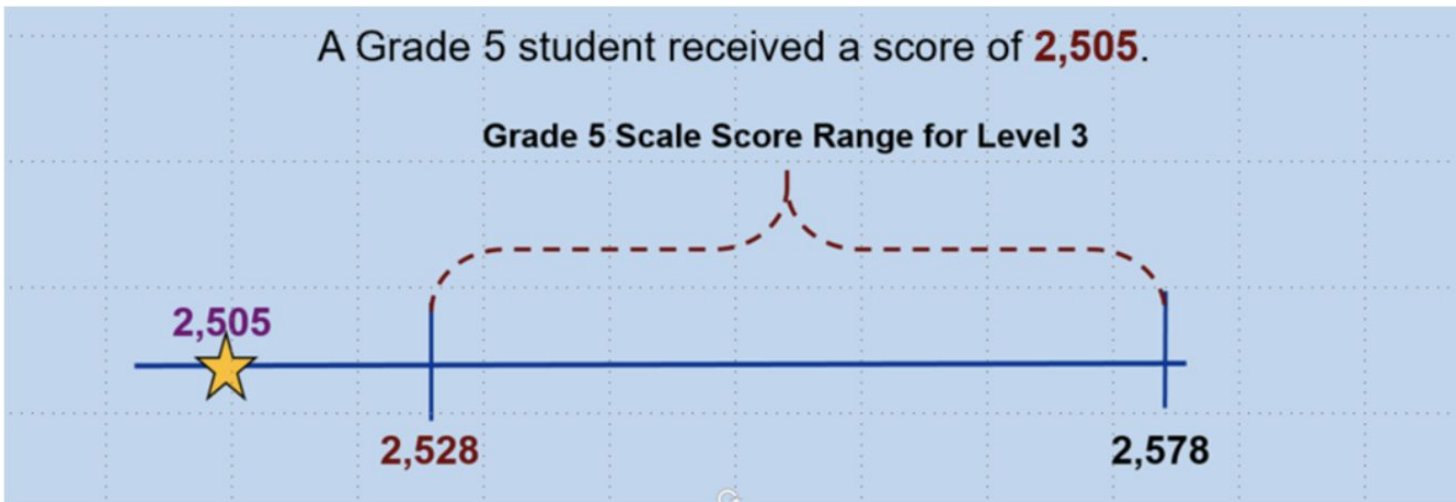
Distance from Standard (DFS): Each student's assessment score is compared to the lowest possible scale score to achieve Level 3 (standard met).

Example:

- Using the grade five CAASPP mathematics test, the lowest scale score to obtain Level 3 is 2528. If a student received a score of 2505, that student would be 23 points below Level 3. If a student received a score of 2535 that student would be 7 points above Level 3
- Once all students' scale scores are compared to Level 3, the distance results are averaged to produce an LEA-level, school-level, and/ or student group average scores

Distance from Standard (DFS)

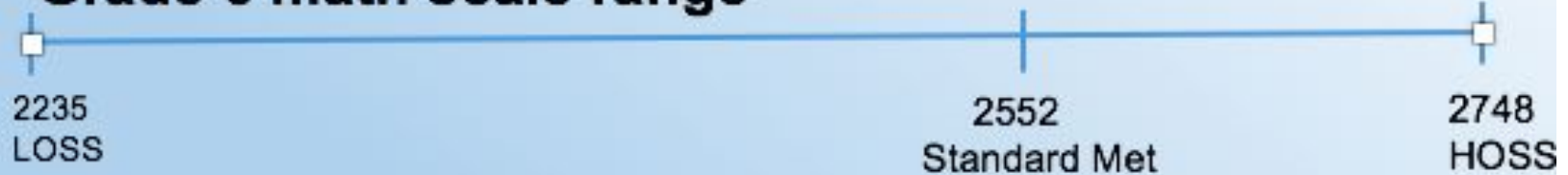
Grade 5 Math Smarter Balanced Summative Assessments



Student scored 2,505: This is 23 points below the lowest scale score in the Standard Met (Level 3) range. The student's DFS for mathematics is -23 points. ($2,505 - 2,528 = -23$ points)

Distance from Standard - DFS

Grade 6 math scale range



Grade 6 Students	2016 Grade 6 Math Score	Distance From Level 3
Sally	2440	112 points below Level 3
Billy	2505	47 points below Level 3
Jason	2576	24 points above Level 3
Debbie	2556	4 points above Level 3
Total scores for Grade 6 students		131 points below Level 3

The Schoolwide average is 32.3 points below Level 3 (-131/4)

Academic Indicator and Participation Rates

- ESSA requires schools to have at least 95 percent of its students participate on standardized assessments
 - If an LEA, school, or student group does not meet this target, the percent of students needed to bring it to 95 percent will be factored into DFS results
- The participation rate includes students who take the SBAC and the CAA
- While ESSA requires 95% participation on CAASPP and ELPAC testing, California *Education Code* Section 60615 allows parents, upon written request, to opt their child(ren) out of testing
- Districts are required to notify parents of this right each year before testing
- If parent opt outs bring the District below the 95% participation rate, the District is still penalized

Academic Indicator and Participation Rates

- In accordance with California's approved ESSA State Plan, participation rate will be factored into Academic Indicator
 - Distance from Standard will be reduced for districts, schools, and student groups that did not meet the participation requirement of 95 percent
 - DFS reduction will vary at district, school, and student group levels and can result in lower ratings on the Dashboard
 - While there were penalties for not meeting 95% participation rate in 2019, the new penalties are much more severe than the previous ones
 - All subgroups comfortably exceeded the 95% participation rate except Students with Disabilities (ELA - 95% and math 95%)

Academic Indicator and Participation Rate

2019 Methodology

- Calculated using the number of percentage points below 95%
- Applies a .25 penalty for each percentage point
- Penalty is then subtracted from Distance from Standard Score which determines the Dashboard rating

New Methodology

- Calculated using the number of students needed to bring participation rate up to 95%
- Each of these students is assigned the Lowest Obtainable Scale Score (LOSS) which is then used to calculate the DFS which determines the Dashboard rating
 - ELA LOSS: -279
 - Math LOSS: -247

Academic Indicator and Participation Rate

DFS (without penalty)	Prior Methodology Based on Point Reduction	New Methodology Based on LOSS Penalty	Difference
16.9	12.0 (LEA remains in High Status level)	-44.8 (LEA drops from High Status level to Low Status level)	56.8 points

MVWSD Academic Indicator - ELA

Group	Performance Level		Distance From Standard (DFS)	
	2022	2023	2022	2023
All Students	High	High	+40	+36.8 ↓
English Learners	Low	Low	-42.4	-55.8 ↓
Homeless	Very Low	Very Low	-82.6	-108.4 ↓
Socioeconomically Disadvantaged	Low	Low	-42	-54.1 ↓
Students with Disabilities	Low	Low	-60.6	-64.9 ↓
African American	Medium	High	+3.8	+9.4 ↑
Asian	Very High	Very High	+105.1	+108.8 ↑
Filipino	High	High	+28.4	+33 ↑
Hispanic/Latino	Low	Low	-33.1	-50.3 ↓
Pacific Islander	NPL	NPL	-84.1	-58.3 ↑
Two or More Races	Very High	Very High	+90.0	+100.1
White	Very High	Very High	+78.6	+85 ↑

MVWSD Academic Indicator - ELA

Group	Performance Level		Distance From Standard (DFS)	
	2022	2023	2022	2023
MVWSD	High	High	+40	+36.8 ↓
Bubb Elementary	Very High	High	+85.4	+80.8 ↓
Castro Elementary	Very Low	Very Low	-77.4	-82 ↓
Imai Elementary	Very High	Very High	+98.9	+105.5 ↑
Landels Elementary	Very High	Very High	+51.3	+61.5 ↑
Mistral Elementary	High	High	+27.5	+29.9 ↑
Monta Loma Elementary	High	High	+18.4	+19.1 ↑
Stevenson Elementary	Very High	Very High	+84.6	+105.3 ↑
Theuerkauf Elementary	High	Medium	+11.2	+3.2 ↓
Vargas Elementary	High	High	+40.6	+31.6 ↓
Crittenden Middle School	High	High	+32.2	+30.1 ↓
Graham Middle School	High	High	+35.4	+18.7 ↓

Data Trends in ELA

- MVWSDs maintained its overall rating in ELA of High with a DFS of 36.8 points above standard
- California's overall rating in ELA is Low with a DFS of 13.6 points below standard
- The Districts most at risk student groups have Low or Very Low ratings for ELA (ELL, Homeless, Students with Disabilities, Socioeconomically Disadvantaged and Hispanic Latino students)
 - These subgroups fell farther from standard in the 2022-23 school year (ELL -55.8, Students with Disabilities -64.9, Socioeconomically Disadvantaged -54.1 and Hispanic Latino students -50.3)
- Homeless students are Very Low with a DFS of 108.4 points below standard
- All schools except Castro (Very Low) and Theuerkauf (Medium) have High or Very High ratings in ELA
- Imai (+105.5) and Stevenson (105.3) and Landels (+61.5) have Very High ratings

MVWSD Academic Indicator - Math

Group	Performance Level		Distance From Standard (DFS)	
	2022	2023	2022	2023
All Students	High	High	+24.7	+24 ↓
English Learners	Low	Low	-61.3	-72.3 ↓
Homeless	Very Low	Very Low	-105.8	-122.4 ↓
Socioeconomically Disadvantaged	Low	Low	-73	-79.3 ↓
Students with Disabilities	Low	Medium	-88.5	-83.7 ↑
African American	Medium	Medium	-13.9	-24.6 ↓
Asian	Very High	Very High	+114.3	+114.5 ↑
Filipino	Medium	Very High	-11.6	+11.5 ↑
Hispanic/Latino	Low	Low	-66.3	-75.6 ↓
Pacific Islander	NPL	NPL	-88.1	-62.6 ↑
Two or More Races	Very High	Very High	+84.5	+94.3 ↑
White	Very High	Very High	+69.2	+74.6 ↑

MVWSD Academic Indicator - Math

Group	2022 Performance Level		Distance From Standard	
	2022	2023	2022	2023
MVWSD	High	High	+24.7	+24
Bubb Elementary	Very High	Very High	+69.6	+79
Castro Elementary	Low	Low	-83.2	-83.8
Imai Elementary	Very High	High	+94.6	+88.3
Landels Elementary	High	High	+22.3	+32.2
Mistral Elementary	High	High	+8.4	+7.6
Monta Loma Elementary	High	High	+22.2	+12
Stevenson Elementary	Very High	Very High	+84.6	+99.7
Theuerkauf Elementary	Medium	Medium	-6 points	-13
Vargas Elementary	High	High	+28.2	+19.7
Crittenden Middle School	High	High	+3.8	+9
Graham Middle School	High	High	+21.2	+10.7

Data Trends in Math

- MVWSDs maintained its overall rating in math of High with a DFS of 24.7 points above standard
- California's overall rating in math is Low with a DFS of 49.1 points below standard
- The Districts most at Risk student groups have Low or Very Low ratings for Math (ELL, Homeless, Students with Disabilities, Socioeconomically Disadvantaged and Hispanic Latino students)
 - Three of these student groups fell farther from standard in the 2022-23 school year (ELL -72.3, Socioeconomically Disadvantaged -79.3 and Hispanic Latino students -75.6)
- Homeless students are Very Low with a DFS of 122.4 points below standard
- All schools have overall High or Very High ratings in math except Castro (low - 83.8 points below standard) and Theuerkauf (medium - 13 points below standard)



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Systems of Support

State Accountability

- California's state accountability and continuous improvement system is based on a three-tiered system
 - **General Assistance - Support for all districts**
 - Workshops for teachers and coaches for sharing of best practices
 - **Differentiated Assistance:** Support to Districts to address identified performance issues including significant disparities in performance among student groups
 - Example: A District has a student group who is very low on Academic Indicator (Priority 4) and that same student group is in very low on the Suspension Rate indicator (priority 6) then the District is identified for assistance
 - Districts will be contacted by their County Offices of Education
- **Intensive intervention:** Support for districts that fail to improve student group performance over a specific time period

Federal Accountability

ESSA requires states to identify multiple categories of schools for different types of support

- Comprehensive Support and Improvement (CSI) - school wide performance
 - At least the lowest performing 5 percent of Title 1 schools
 - High schools with graduation rates under 67 percent
- Additional Targeted Support and Improvement (ATSI) - student group performance
 - All schools not already identified for CSI where a student group on its own is performing at or below the level of schools identified under CSI

State and Federal Accountability

Eligibility Determinations in 2023

Accountability System	Differentiated Assistance (DA)	Comprehensive Support and Improvement (CSI) 'Low Graduation Rate'	Comprehensive Support and Improvement (CSI) 'Lowest Performing Schools'	Additional Targeted Support and Improvement (ATSI)*
Entities Eligible	LEAs (including charters) & COEs	All Schools	All Title I Schools (not identified for CSI-Low Graduation Rate)	All Schools (not identified for CSI)
Results Used to Determine Eligibility	Student group results	Schoolwide results	Schoolwide results	Student group results

State and Federal Accountability

Eligibility Determinations in 2023

Identification
Criteria

Differentiated Assistance (DA)

3 Eligibility Methods

1. One or more **student group(s)** across two or more LCFF priority areas based on **state indicators**.
2. “Not Met for Two or More Years” in at least two priority areas based on **local indicators** only, OR
3. Eligibility criteria are met through a **combination** of state and local indicators

Note: Charter school identification requires meeting criteria for two or more years.

Comprehensive Support and Improvement (CSI) ‘Low Graduation Rate’

Schools that have a three-year average combined four- and five-year high school graduation rate **below 68 percent**

Comprehensive Support and Improvement (CSI) ‘Lowest Performing Schools’ & Additional Targeted Support and Improvement (ATSI)

- All **RED** indicators
- All **RED** indicators but one indicator at another status level
- Five or more indicators where a majority are **RED**
- *CCI will use “Very Low” as a proxy for Red in 2023*

Note: ATSI eligibility requires a student group to meet the criteria for two consecutive years (2022 and 2023 dashboards)

Support in MVWSD

- MVWSD has been identified for Differentiated Assistance (DA) due to Very Low ELA and math scores and Very High suspension rates for students identified as Homeless through the end of the 2025-26 school year
- The District will also continue to be in DA for Chronic Absenteeism rates for students identified as Homeless through the end of the 2024-25 school year if rates continue to decrease (10.7% decrease from 2021-22 to 2022-23)
- The District is also identified for Differentiated Assistance for chronic Absenteeism and Suspension rates for Students with Disabilities through the 2025-26 school year
- The District's DA team will continue to work directly with representatives from the Santa Clara County Office of Education to revise and refine actions to address outcomes for our Homeless students and Students with Disabilities
- Schools identified for Comprehensive Support and Improvement (CSI) and/or and Additional Targeted Support and Improvement (ATSI) based on the 2022-23 dashboard have not been released as of yet although the nine schools identified based on the 2021-22 Dashboard will continue work to address areas of need



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Things to Consider

Things to Consider

- The California Dashboard was not released until December which is already almost halfway through the new school year
- The District's focus on Chronic Absenteeism in the 2022-23 school year resulted in a decrease in Absenteeism overall and for all subgroups except Students with Disabilities and Asian students
- ESSA continues to require the state to identify Districts and schools for assistance
- While rates of chronic absenteeism have started to decline they are still significantly higher than before the pandemic
- The impact of the pandemic and school closures on student learning and wellness was significant and negative effects persist
- The pandemic widened preexisting opportunity and achievement gaps, impacting historically disadvantaged students hardest
 - Closing the gaps presents an even larger challenge than before school closures
- Staffing issues continue especially in Special Education
- Improving academic outcomes needs to be a balanced approach and must include high quality, standards based instruction and intervention



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Action Steps

Chronic Absenteeism

- Continue work begun in 2022-23 to revise and refine attendance protocols used at the District and site levels
 - Include daily information about the specific reasons students are absent in order to monitor trends and intervene
- Reinstate implementation of the School Attendance Review Team (SART and) and include tiered interventions to support students struggling with attendance
 - Provide principals with a set of possible interventions related to attendance
- Continue to implement Universal Data Cycle protocol for reviewing and responding to student absenteeism
- Regularly review chronic absenteeism reports for McKinney-Vento students with principals and School and Community Engagement Facilitators in order to follow up with families and address needs

Suspensions

- Conduct training and support to site teams to provide intervention and respond to student incidents through use of the new Behavior Response System (BRS)
- Provided training on revised district-wide referral and student statement forms
- Continue to provide training for site administrators and support staff to accurately enter office referrals and discipline data into PowerSchool
- Utilize the Universal Data Cycle protocol to review and respond to discipline data and site trends district-wide
- Continue partnership with the Santa Clara County Office of Education for the Wellness Center at Castro School
- Continue to provide training to all site administrators on how to mitigate negative effects of bias on discipline process

English Learner Progress

- Maintained a district standard of 150 minutes per week of Designated English Language Development instruction for all English Learners
 - Supported development of multi-grade/multi-classroom language development rotations within the schedule of two early-adopter schools
- Maintained the Sheltered Instruction Observation Protocol (SIOP) as the instructional approach to Integrated English Language Development across all subject areas; provided formal SIOP training to all teachers in August 2023.
- TOSA for English Language Development to assist with staff training and coordination of ELD programs
 - ELD TOSA continues to lead various after school ELD training opportunities based on teachers' feedback and administrators' stated needs.
 - ELD TOSA central to the development and monitoring of new programs for newcomer students.
- Established district-wide elementary newcomer program - hired two district teachers who, along with the ELD TOSA, also compiled and prepared additional resources for elementary teachers to address the immediate needs of newcomer students.
- Established a district-wide middle school newcomer program via a new Transitional ELA course in middle school.
- Regular and consistent classroom visits by site principals and district staff.

Academic Indicators

- Full implementation of UDC, COST, and SST and ongoing trainings
 - July 2023 - Continued UDC training with revised protocol and initial SST training for site leaders
 - Fall 2023 - COST and SST training for site staff, and follow-up MTSS PowerSchool for leaders and staff, gathered feedback on changes from summer
- October Teacher PD Day
 - Principals led their teacher teams through a guided practice of Universal Data Cycle steps
 - Teacher teams developed action plans for Universal Data Cycle 2
 - Cycle 2 ends in January
 - Dyslexia Awareness for Educators (K-5)
 - Transitional Kindergarten teachers provided PD on Supporting students with autism and sensory needs
- January Teacher PD Day
 - Principals led teachers teacher teams through development of Universal Data Cycle 3
 - Refresher training for site based SIOP focus areas
 - Anti Defamation League trainers will lead educators in learning about the intersection of identity, bias, and allyship

Academic Indicators

- Early Literacy Team
 - Fully staffed and completed 1st and 2nd Reading Intervention Cycles
 - Most students met their Cycle 1 goals
 - Reduced students in Tier 3 Phonics (iReady) from 82% to 60% (2nd grade) and 43% to 18% (1st grade)
- Science of Reading and Instructional Shifts overview
 - Site Principals
 - Bi-monthly LT Meetings
 - Monthly Instructional Coaches meetings
- Teacher Professional Development
 - Structured Literacy Teacher PD at Early Literacy Sites (CA, MI, ML, and TH)
 - After School PD series for K-5 and Middle School RTI teachers
 - Strategies to improve decoding and word recognition skills
 - Strategies to increase language comprehension
 - Site-based Science of Reading PD in Spring 2024 provided by ELT, site leaders, and instructional coaches

Academic Indicators

- Principals meet with Superintendent and Ed Services Team to review site data, identify trends, and discuss what instructional adjustments will be made at the site level to improve student outcomes
 - Data meetings are held twice a year
 - December and June
 - Data points reviewed
 - Review of i-Ready data, Trimester assessment data
 - Dashboard data
 - Chronic Absenteeism and Behavior data
- Cabinet Members continue site visits and provide feedback to site Principals on instructional shifts and expectations

Equity Framework

- Developed an Equity Framework to focus our work on equity gaps in the following areas (refinement is ongoing):
 - **Academic readiness:** Growth and proficiency, ELA and Math, EL progress
 - **Access:** SPED classification, suspension rate, and chronic absenteeism
 - **Representation:** Diverse workforce and parent participation
 - **Wellness:** Student perception data on school safety and belonging
- District scorecard rollout Nov/Dec 2023
- Site-based scorecard training and analysis to be conducted in Winter/Spring 2024
- Scorecard refinement is ongoing to increase usability



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Next Steps

Next Steps

- Share site dashboard ratings with stakeholders
 - Principals with staff, School Site Council, English Language Advisory Committees
- Sites will review site plans and make adjustments as necessary based on mid-year District data and Dashboard results
- Administer and analyze District LCAP/climate survey and data from Dashboard in order to revise the 2023-24 LCAP with a focus on Homeless students as well as other subjects/subgroups with Very Low and Low ratings
- Continue development and rollout of Districts Multi Tiered System of Support
- Collaborate with the Santa Clara County Office of Education to develop actions to address areas identified for Differentiated Assistance

The California Dashboard is the state's accountability and continuous improvement system. The Dashboard displays performance on multiple state and local measures that assess how districts and schools are meeting the needs of their students. The results displayed assist Districts and schools in identifying strengths, weaknesses and areas in need of improvement and identifies Districts and schools that need technical assistance or intensive state support/intervention due to failure to show growth over time. The indicators in the Dashboard align with the desired outcomes in Strategic Plan 2027 and the Local Control Accountability Plan (LCAP).

Dashboard Indicators

The Dashboard is made up of multiple measures that are based on the Local Control Funding Formula (LCFF) state priorities. The measures are divided into two types of indicators:

- Local indicators
- State Indicators

Local indicators are those where State data is not available to measure progress. The local indicators are:

- State Priority 1 - Basic Services and Conditions of Learning
- State Priority 2 - Implementation of State Academic Standards
- State Priority 3 - Parent Engagement
- State Priority 6 - School Climate
- State Priority 7 - Broad Course of Study

The State Board of Education approved standards for the local indicators that support Districts in measuring and reporting their progress annually. Local indicators can be measured using the following criteria:

- Met
- Not Met
- Not Met for Two or More Years

Districts must report the results at the same regularly scheduled public meeting of the governing board as the LCAP approval and then publicly report the results through the Dashboard. The District reported on its progress toward the local indicators on June 15, 2023.

The State indicators are reported on the Dashboard by the CDE based on data reported by the District through the California Longitudinal Pupil Achievement Data System (CALPADS). The state indicators are:

- Academic Indicators (State Priority 4)
 - English Language Arts/Literacy (ELA) assessment (SBAC scores) Mathematics Assessment (SBAC scores)
- Suspension Rate Indicator (State Priority 6)

- English Learner Progress Indicator (Priority 4)
 - Progress of English Learners (ELs) on the ELPAC
- Chronic Absenteeism Rate (State Priority 5)
- Graduation Rate Indicator (State Priority 7 - not reported for elementary districts)
- College/Career Indicator (State Priority 8 - not reported for elementary districts)

Ratings are given for all indicators. Performance on on state measures is based on two factors

- Current year data for the measure (Status)
- Difference between current year and prior year data (Change)

Performance calculations are done for each state measure and intersect on a five-by-five table. The performance level and color is determined by the point at which these two levels intersect. There are five performance levels which correspond to 5 colors. Two years of data (status and change) are required to receive a color rating.



Performance levels are applied to all LEAs, schools, and student groups with 30 or more students with the following exception:

- Homeless and Foster Youth will be reported at the District level if there are at least 15 students in those groups

The data used to determine “30 or more” differs for each indicator due to grades and enrollment rules. Student groups with 11-29 students have results displayed, but are assigned no performance level. Student groups with 10 or fewer students have no information displayed (to protect confidentiality).

District Results on State Indicators

The 2023 Dashboard is based on results from the 2022-23 school year (Change) compared to the results from the 2021-22 school year (Status). Because there are two years of consecutive data, each District, school and student group is given a rating of Very Low, Low, Medium, High or Very High along with a corresponding color. The District is comparing data based on the ratings instead of colors as colors were not assigned on the 2022 Dashboard. For Suspension and Chronic Absenteeism the District wants to have Low or Very Low ratings indicating low rates in these areas. For the Academic Indicators and English Learner Progress Indicator the District wants to have high or very high ratings indicating high rates of student progress and

achievement.

MVWSD and Neighboring Districts

MVWSD looks at the Dashboard ratings for its neighboring Districts each year including Los Altos Elementary School District, Sunnyvale School District, Cupertino School District and Palo Alto Unified School District. When comparing results MVWSD has a performance level of medium for chronic absenteeism while the rest of the Districts are rated as high indicating lower levels of absenteeism in 2022-23. MVWSD also outperforms the Sunnyvale School District in math with an overall rating of High compared to Medium. MVWSD has higher rates of suspension and lower rates of English Learner Progress than neighboring districts.

Chronic Absenteeism Indicator

Districts, schools, and student groups that have 30 or more students enrolled will receive Chronic Absenteeism ratings. Chronic Absenteeism ratings include data for all students grades TK-8 based on attendance data submitted by the District to CALPADS. A student is considered a chronic absentee if he or she is absent (excused, unexcused, or suspended) 10 percent of the days they were enrolled in a school. Chronic absence is different from truancy, which counts only unexcused absences and indicates a violation of California's compulsory attendance laws. The goal is to have low or very low ratings for Chronic absenteeism and/or to see a decrease from the previous year.

MVWSD Chronic Absenteeism

Group	2022 Performance	2023 Performance
All Students	High - 16.9%	Medium - 15.6% ↓
English Learners	Very High - 27.2%	Medium - 23.1% ↓
Homeless	Very High - 42.7%	Medium - 32% ↓
Socioeconomically Disadvantaged	Very High - 30.7%	Medium - 25.6% ↓
Students with Disabilities	Very High - 27.4%	Very High - 28.6% ↑
African American	High - 18.5%	High - 18.3% ↓
Asian	Medium - 5.7%	High - 6.4% ↑
Filipino	High - 13.6%	High - 13.5% ↓
Hispanic/Latino	Very High - 28.4%	Medium - 24.7% ↓
Pacific Islander	No Performance Level	No Performance Level
Two or More Races	Medium - 9.7%	Low - 8.9% ↓
White	High - 12.2%	High - 11.9% ↓

Chronic Absenteeism by Site

Site	2022 Performance	2023 Performance
MVWSD	Medium - 16.9%	Medium - 15.6% ↓
Bubb Elementary	Medium - 8.4%	High - 11.1% ↑
Castro Elementary	Very High - 33.1%	Medium - 29.4% ↓
Imai Elementary	Medium - 7.6%	High - 10.1% ↑
Landels Elementary	High - 17.3%	Medium - 16.7% ↓
Mistral Elementary	High - 15.5%	Medium - 12.6% ↓
Monta Loma Elementary	Very High - 27.1%	High - 25.1% ↓
Stevenson Elementary	Medium - 8.9%	Low - 7% ↓
Theuerkauf Elementary	Very High - 29.%	Medium - 26.4% ↓
Vargas Elementary	High - 18.5%	Medium - 12.5% ↓
Crittenden Middle School	High - 17.8%	Medium - 15.5% ↓
Graham Middle School	High - 14.5%	High - 14.6% ↑

Mountain View Whisman School District

Overall MVWSD has a medium rating for chronic absenteeism. The District had a 15.6% rate of chronic absenteeism in 2022-23 which is a decrease of 1.3% from 2021-22. The state has an overall rating of medium with 24.3% of students chronically absent. The District's focus on Chronic Absenteeism in the 2022-23 school year resulted in a decrease in Absenteeism overall and for all subgroups except Students with Disabilities and Asian students. Students with Disabilities have a very high rate of chronic absenteeism (28.6%) which is an increase of 1.1% from 2021-22. Many of the Districts most at risk student groups lowered chronic absenteeism rates including (ELL -4.1%, Homeless -10.7%, Socioeconomically Disadvantaged -5.1% and Hispanic Latino -3.7% students). Overall, all schools except Bubb (+2.7), Imai (+2.5) decreased chronic absenteeism rates from 2021. Castro decreased chronic absenteeism for all student groups with a 20.9% decrease for students identified as Homeless.

Suspension Indicator

The Dashboard calculates suspension rates for all students grades TK-8 based on attendance data submitted by the District to CALPADS. Districts, schools, and student groups that have 30 or more students enrolled will receive Suspension Rate ratings. If a student is suspended multiple times (at the same school or district), the student is counted as being suspended only once and includes both in school and out of school suspensions. The goal is to have low or very low ratings for suspensions.

MVWSD Suspension Indicator

Group	2022 Performance	2023 Performance
All Students	Medium - 1.7%*	High - 2.9% ↑
English Learners	High - 3.1%	High - 3.9% ↑
Homeless	High - 5.1%	Very High - 7.2% ↑
Socioeconomically Disadvantaged	High - 3.3%	Very High - 5.4% ↑
Students with Disabilities	High - 3.7%	Very High - 5.9% ↑
African American	High - 4.4%	High - 4.8% ↑
Asian	Low - 0.6%	Low - 0.8% ↑
Filipino	Medium - 1.9%	Medium - 1.9%
Hispanic/Latino	Medium - 2.8%	Very High - 4.9% ↑
Pacific Islander	No Performance Level	No Performance Level
Two or More Races	Low - 1.5%	Low - 1.5%
White	Low - 0.8%	High - 1.9% ↑

*Percentage of students suspended at least one day in the 2022-23 school year

Suspensions by Site

Site	2022 Performance	2023 Performance
MVWSD	Medium - 1.7%*	High - 2.9% ↑
Bubb Elementary	Very Low - 0.3%	Medium - 0.6% ↑
Castro Elementary	High - 4.6%	Very High - 6.1% ↑
Imai Elementary	Low - 0.9%	Very Low - 0.5% ↓
Landels Elementary	Very Low - 0.5%	Medium - 1% ↑
Mistral Elementary	Very Low - 0.0%	High - 1.7% ↑
Monta Loma Elementary	Medium - 1.3%	Low - 0.7% ↓
Stevenson Elementary	Very Low - 0.0%	Medium - 0.9% ↑
Theuerkauf Elementary	Medium - 1.3%	Medium - 1.2% ↓
Vargas Elementary	Medium - 2%	Medium - 2.1% ↑
Crittenden Middle School	Low - 1.8%	High - 6.5% ↑
Graham Middle School	Medium - 4%	High - 5.5% ↑

Mountain View Whisman School District

*Percentage of students suspended at least one day in the 2021-22 school year

The District has a 2.9% suspension rate which is an increase of 1.2% from 2021-22. The State's overall suspension rating is high at - 3.5%. Suspension rates in 2022-23 increased for all student groups as compared to 2021-22 except for Filipino students and students identified with Two or More Races. The District has the highest suspension rates for Homeless students (7.2%), students with Disabilities (5.9%) and Socioeconomically Disadvantaged (5.4%) students. Asian (0.8%) and students identified with Two or More Races (1.5%) have the lowest suspension rates. Crittenden (6.5%) and Castro (6.1%) have the highest Suspension rates. in 2022-23 increased for all schools as compared to 2021-22 except for Imai, Monta Loma and Theuerkauf.

English Learner Progress Indicator

The English Learner Progress Indicator (ELPI) shows the percentage of students who moved up at least one performance level from the prior year on the summative English Language Proficiency Assessments for California (ELPAC) or maintained ELPAC level 4. In general, Districts want to see percentages increase year over year indicating that English Learners are increasing or maintaining levels of English proficiency. English Learner (EL) students with both 2022 and 2023 ELPAC Summative results are included. EL students who were reclassified fluent English proficient (RFEP) are not included. The CDE will assign an ELPI Status of “Low” to schools and districts with an ELPAC participation rate less than 95%.

There are 6 ELPI levels derived from 4 ELPAC performance levels. ELPAC performance levels 2 and 3 were each split to create a low and a high range within each level. The reason for this is that it reflects the research-based timeline of 5 to 7 years for an English Learner to reach English Language Proficiency. See the example below.

Levels

- ELPI Level 1 (ELPAC Summative Assessment Level 1)
- ELPI Level 2L (ELPAC Summative Assessment Low Level 2)
- ELPI Level 2H (ELPAC Summative Assessment High Level 2)
- ELPI Level 3L (ELPAC Summative Assessment Low Level 3)
- ELPI Level 3H (ELPAC Summative Assessment High Level 3)
- ELPI Level 4 (ELPAC Summative Assessment Level 4)



English Learner Progress Indicator

Site	Number of English Learners		% making progress toward English Language Proficiency		Performance Level	
	2022	2023	2022	2023	2022	2023
MVWSD	645	710	56.3%	53.7% ↓	High	Low
Bubb Elementary	31	37	45.2%	48.6% ↑	Medium	High
Castro Elementary	154	132	47.4%	43.2% ↓	Medium	Low
Imai Elementary	25	27	72%	63% ↓	NPL*	NPL*
Landels Elementary	32	51	56.3%	70.6 ↑	High	Very High
Mistral Elementary	109	112	56%	58% ↑	High	High
Monta Loma Elementary	43	42	53.5%	47.6% ↓	Medium	Low
Stevenson Elementary	17	28	58.8%	50% ↓	NPL*	NPL*
Theuerkauf Elementary	53	51	58.5%	56.9% ↓	High	High
Vargas Elementary	42	50	54.8%	44% ↓	Medium	Very Low
Crittenden Middle School	44	59	72.7%	62.7 ↓	Very High	Medium
Graham Middle School	93	120	64.5%	54.2% ↓	High	Low

Mountain View Whisman School District

MVWSD is rated low with 53.7% of English Learners making progress toward English proficiency which is a decrease of 2.6%. The number of ELLs in the District increased from 645 to 710 from 2021-22 to 2022-23. The majority of schools decreased in the percentage of English Learners making progress toward proficiency (Castro -4.2%, Imai -9%, Monta Loma -5.9%, Stevenson -8.8%, Theuerkauf -1.6%, Vargas -10.8%, Crittenden -10%, and Graham -10.3%). One school scored in the very high range (Landels) and three in the high range (Bubb, Mistral and Theuerkauf). Landels (70.6%) had the highest percentage of students making progress toward English proficiency. Four schools were rated as very low or low (Vargas, Castro, Monta Loma and Graham).

Academic Indicators

The Academic Indicators show overall and student group performance relative to grade level standards in English Language Arts (ELA) and math. Districts, schools, and student groups that have 30 or more students enrolled will receive Academic Indicator ratings. MVWSD ratings are primarily based on the grades 3–8 Smarter Balanced Summative Assessments which are taken in May of each school year. The California Alternate Assessments (CAAs) are also included in

the methodology. A calculation methodology using scale scores called Distance from Standard (DFS) is used to determine status levels. The goal is to have high or very high ratings for ELA and math.

Distance from Standard

Distance from Standard (DFS): Each student's assessment score is compared to the lowest possible scale score to achieve Level 3 (standard met). For example, using the grade five CAASPP mathematics test, the lowest scale score to obtain Level 3 is 2528. If a student received a score of 2505, that student would be 23 points below Level 3. If a student received a score of 2535 that student would be 7 points above Level 3. Once all students' scale scores are compared to Level 3, the distance results are averaged to produce an LEA-level, school-level, and/ or student group average scores.

Academic Indicator and Participation Rate

The Every Student Succeeds Act (ESSA) requires schools to have at least 95 percent of its students participate on standardized assessments. If an LEA, school, or student group does not meet this target, the percent of students needed to bring it to 95 percent will be factored into DFS results. The participation rate includes students who take the Smarter Balanced Assessments and the California Alternate Assessments. While ESSA requires 95% participation on CAASPP and ELPAC testing, California *Education Code* Section 60615 allows parents, upon written request, to opt their child(ren) out of testing. Districts are required to notify parents of this right each year before testing. If parent opt outs bring the District below the 95% participation rate, the District is still penalized. While there were penalties for not meeting 95% participation rate in 2019, the new penalties are much more severe than the previous ones. All subgroups comfortably exceeded the 95% participation rate except Students with Disabilities

(ELA - 95% and math 95%) See example below:

2019 Methodology

- Calculated using the number of percentage points below 95%
- Applies a .25 penalty for each percentage point
- Penalty is then subtracted from Distance from Standard Score which determines the Dashboard rating

Current Methodology

- Calculated using the number of students needed to bring participation rate up to 95%
- Each of these students is assigned the Lowest Obtainable Scale Score (LOSS) which is then used to calculate the DFS which determines the Dashboard rating
 - ELA LOSS: -279
 - Math LOSS: -247

DFS (without penalty)	Prior Methodology Based on Point Reduction	New Methodology Based on LOSS Penalty	Difference
16.9	12.0 (LEA remains in High Status level)	-44.8 (LEA drops from High Status level to Low Status level)	56.8 points

Academic Indicator - ELA Results

MVWSD Academic Indicator - ELA

Group	Performance Level		Distance From Standard (DFS)	
	2022	2023	2022	2023
All Students	High	High	+40	+36.8 ↓
English Learners	Low	Low	-42.4	-55.8 ↓
Homeless	Very Low	Very Low	-82.6	-108.4 ↓
Socioeconomically Disadvantaged	Low	Low	-42	-54.1 ↓
Students with Disabilities	Low	Low	-60.6	-64.9 ↓
African American	Medium	High	+3.8	+9.4 ↑
Asian	Very High	Very High	+105.1	+108.8 ↑
Filipino	High	High	+28.4	+33 ↑
Hispanic/Latino	Low	Low	-33.1	-50.3 ↓
Pacific Islander	NPL	NPL	-84.1	-58.3 ↑
Two or More Races	Very High	Very High	+90.0	+100.1
White	Very High	Very High	+78.6	+85 ↑

Mountain View Whisman School District

MVWSD Academic Indicator - ELA

Group	Performance Level		Distance From Standard (DFS)	
	2022	2023	2022	2023
MVWSD	High	High	+40	+36.8 ↓
Bubb Elementary	Very High	High	+85.4	+80.8 ↓
Castro Elementary	Very Low	Very Low	-77.4	-82 ↓
Imai Elementary	Very High	Very High	+98.9	+105.5 ↑
Landels Elementary	Very High	Very High	+51.3	+61.5 ↑
Mistral Elementary	High	High	+27.5	+29.9 ↑
Monta Loma Elementary	High	High	+18.4	+19.1 ↑
Stevenson Elementary	Very High	Very High	+84.6	+105.3 ↑
Theuerkauf Elementary	High	Medium	+11.2	+3.2 ↓
Vargas Elementary	High	High	+40.6	+31.6 ↓
Crittenden Middle School	High	High	+32.2	+30.1 ↓
Graham Middle School	High	High	+35.4	+18.7 ↓

Mountain View Whisman School District

MVWSDs maintained its overall rating in ELA of High with a DFS of 36.8 points above standard. California's overall rating in ELA is Low with a DFS of 13.6 points below standard. The Districts most at risk student groups have Low or Very Low ratings for ELA (ELL, Homeless, Students with Disabilities, Socioeconomically Disadvantaged and Hispanic Latino students). These subgroups fell farther from standard in the 2022-23 school year (ELL -55.8, Students with Disabilities -64.9, Socioeconomically Disadvantaged -54.1 and Hispanic Latino students -50.3). Homeless students are Very Low with a DFS of 108.4 points below standard. All schools except Castro (Very Low) and Theuerkauf (Medium) have High or Very High ratings in ELA. Imai (+105.5) and Stevenson (105.3) and Landels (+61.5) have Very High ratings.

Academic Indicator - Math Results

MVWSD Academic Indicator - Math

Group	Performance Level		Distance From Standard (DFS)	
	2022	2023	2022	2023
All Students	High	High	+24.7	+24 ↓
English Learners	Low	Low	-61.3	-72.3 ↓
Homeless	Very Low	Very Low	-105.8	-122.4 ↓
Socioeconomically Disadvantaged	Low	Low	-73	-79.3 ↓
Students with Disabilities	Low	Medium	-88.5	-83.7 ↑
African American	Medium	Medium	-13.9	-24.6 ↓
Asian	Very High	Very High	+114.3	+114.5 ↑
Filipino	Medium	Very High	-11.6	+11.5 ↑
Hispanic/Latino	Low	Low	-66.3	-75.6 ↓
Pacific Islander	NPL	NPL	-88.1	-62.6 ↑
Two or More Races	Very High	Very High	+84.5	+94.3 ↑
White	Very High	Very High	+69.2	+74.6 ↑

[Mountain View Whisman School District](#)

MVWSD Academic Indicator - Math

Group	2022 Performance Level		Distance From Standard	
	2022	2023	2022	2023
MVWSD	High	High	+24.7	+24
Bubb Elementary	Very High	Very High	+69.6	+79
Castro Elementary	Low	Low	-83.2	-83.8
Imai Elementary	Very High	High	+94.6	+88.3
Landels Elementary	High	High	+22.3	+32.2
Mistral Elementary	High	High	+8.4	+7.6
Monta Loma Elementary	High	High	+22.2	+12
Stevenson Elementary	Very High	Very High	+84.6	+99.7
Theuerkauf Elementary	Medium	Medium	-6 points	-13
Vargas Elementary	High	High	+28.2	+19.7
Crittenden Middle School	High	High	+3.8	+9
Graham Middle School	High	High	+21.2	+10.7

Mountain View Whisman School District

MVWSDs maintained its overall rating in math of High with a DFS of 24.7 points above standard. California's overall rating in math is Low with a DFS of 49.1 points below standard. The Districts most at Risk student groups have Low or Very Low ratings for Math (ELL, Homeless, Students with Disabilities, Socioeconomically Disadvantaged and Hispanic Latino students). Three of these student groups fell farther from standard in the 2022-23 school year (ELL -72.3, Socioeconomically Disadvantaged -79.3 and Hispanic Latino students -75.6). Homeless students are Very Low with a DFS of 122.4 points below standard. All schools have overall High or Very High ratings in math except Castro (low - 83.8 points below standard) and Theuerkauf (medium - 13 points below standard).

Systems of Support

California's system of support is a key component of its accountability and continuous improvement system. The goal of the system of support is to help local educational agencies (LEAs) and their schools meet the needs of each student they serve. There are two categories of support - State and Federal.

California's state accountability and continuous improvement system is based on a three-tiered system:

- **General Assistance - Support for all districts**
 - Workshops for teachers and coaches for sharing of best practices
- **Differentiated Assistance:** Support to Districts to address identified performance issues including significant disparities in performance among student groups
 - Example: A District has a student group who is very low on Academic Indicator

(Priority 4) and that same student group is in very low on the Suspension Rate indicator (priority 6) then the District is identified for assistance

- Districts will be contacted by their County Offices of Education
- **Intensive intervention:** Support for districts that fail to improve student group performance over a specific time period

Federal Accountability is required by the Every Student Succeeds Act (ESSA). ESSA requires states to identify multiple categories of schools for different types of support. There are two types - Comprehensive Support and Improvement (CSI) and Additional Targeted Support and Improvement (ATSI).

- **Comprehensive Support and Improvement (CSI) - school wide performance**
 - At least the lowest performing 5 percent of Title 1 schools
 - High schools with graduation rates under 67 percent
- **Additional Targeted Support and Improvement (ATSI) - student group performance**
 - All schools not already identified for CSI where a student group on its own is performing at or below the level of schools identified under CSI

Support in MVWSD

MVWSD has been identified for Differentiated Assistance (DA) due to very Low ELA and math scores and very high suspension rates for students identified as Homeless on the 2022-23 Dashboard through the end of the 2025-26 school year. The District will also continue to be in DA for Chronic Absenteeism rates for students identified as Homeless through the end of the 2024-25 school year if rates continue to decrease (10.7% decrease from 2021-22 to 2022-23). Additionally, the District was identified for DA for Chronic Absenteeism and Suspension rates for Students with Disabilities through the end of the 2025-26 school year. The District's DA team will continue to work directly with representatives from the Santa Clara County Office of Education to revise and refine actions to address outcomes for our Homeless students. Schools identified for Comprehensive Support and Improvement (CSI) and/or and Additional Targeted Support and Improvement (ATSI) based on the 2022-23 dashboard have not been released as of yet although the nine schools identified based on the 2021-22 Dashboard will continue work to address areas of need

Things to Consider

The California Dashboard was not released until December which is already almost halfway through the new school year. The state is planning to release the Dashboard earlier in the school year starting in the 2024-25 school year. By the 2025-26 school year it is anticipated that the dashboard will be released in mid-October. The District's focus on Chronic Absenteeism in the 2022-23 school year resulted in a decrease in Absenteeism overall and for all subgroups except Students with Disabilities and Asian students. ESSA continues to require the state to identify Districts and schools for assistance. While rates of chronic absenteeism have started to decline they are still significantly higher than before the pandemic. The impact of the pandemic and school closures on student learning and wellness was significant and negative effects

persist. The pandemic widened preexisting opportunity and achievement gaps, impacting historically disadvantaged students hardest. Closing the gaps presents an even larger challenge than before school closures. Staffing issues continue especially in Special Education. Improving academic outcomes needs to be a balanced approach and must include high quality, standards based instruction and intervention

Action Steps - Chronic Absenteeism

The District will continue work begun in 2022-23 to revise and refine attendance protocols used at the District and site levels. Sites will include information about the specific reasons students are absent daily in order to monitor attendance trends and intervene. The District will also reinstate implementation of the School Attendance Review Team (SART) and include tiered interventions to support students struggling with attendance. Principals will be provided with a set of possible interventions related to attendance. Staff will continue to implement Universal Data Cycle protocol for reviewing and responding to student absenteeism and regularly review chronic absenteeism reports for McKinney-Vento students with principals and School and Community Engagement Facilitators in order to follow up with families and address needs.

Action Steps - Suspension

District staff will conduct training and support to site teams to provide intervention and respond to student incidents through use of the new Behavior Response System (BRS) including training on revised district-wide referral and student statement forms that were rolled out in August and training for site administrators and support staff to accurately enter office referrals and discipline data into PowerSchool. Staff will continue to utilize the Universal Data Cycle protocol to review and respond to discipline data and site trends district-wide and will work with all site administrators on how to mitigate negative effects of bias on discipline process.

Action Steps - English Learner Progress

The District has maintained a standard of 150 minutes per week of Designated English Language Development instruction for all English Learners and has supported the development of multi-grade/multi-classroom language development rotations within the schedule of two early-adopter schools. The Sheltered Instruction Observation Protocol (SIOP) continues as the instructional approach to Integrated English Language Development across all subject areas and formal SIOP training was provided to all teachers in August 2023. The Teacher on Special Assignment (TOSA) for English Language Development continues to assist with staff training and coordination of ELD programs. She leads various after school ELD training opportunities based on teachers' feedback and administrators' stated needs and is central to the development and monitoring of new programs for newcomer students. A new district-wide elementary newcomer program has been established. The District has hired two teachers who in addition to providing direct instruction to students also compiled and prepared additional resources for elementary

teachers to address the immediate needs of newcomer students. A new district-wide middle school newcomer program has been established through a new Transitional ELA course in middle school. Regular and consistent classroom visits by site principals and district staff also continue in the effort to continually revise and refine instructional practices.

Action Steps - Academic Indicators

This year marks the full implementation of UDC, COST, and SST. Training for principals and staff is ongoing and includes the following:

- July 2023 - Continued UDC training with revised protocol and initial SST training for site leaders
- Fall 2023 - COST and SST training for site staff, and follow-up MTSS PowerSchool for leaders and staff, gathered feedback on changes from summer

Professional Development Days in October and January were focused on District initiatives (see below):

October 2023

- Principals led their teacher teams through a guided practice of Universal Data Cycle steps
- Teacher teams developed action plans for Universal Data Cycle 2
 - Cycle 2 ends in December
- Dyslexia Awareness for Educators (K-5)
- Transitional Kindergarten teachers provided PD on Supporting students with autism and sensory needs

January 2024

- Principals led teachers teacher teams through development of Universal Data Cycle 3
- Refresher training for site based SIOP focus areas
- Anti Defamation League trainers will lead educators in learning about the intersection of identity, bias, and allyship
- Kindergarten teachers provided PD on Supporting students with autism and sensory needs

The District's Early Literacy Team is fully staffed and has completed 1st and 2nd Reading Intervention Cycles. Most students met their Cycle 1 goals

The Early Literacy Director has been providing Science of Reading and Instructional Shifts training for Site Principals at the Bi-monthly LT Meetings and monthly at the Instructional Coaches meetings. She has also started teacher professional development at Early Literacy Sites (CA, MI, ML, and TH) with a focus on Structured Literacy. An After School PD series is scheduled in January for K-5 and Middle School RTI teachers and will focus on strategies to improve decoding and word recognition skills and strategies to increase language comprehension. The Early Literacy Team, site leaders, and instructional coaches will provide Science of Reading PD in Spring 2024 to teachers. The goal of this training is to prepare teachers to transition to the new ELA curriculum.

District/Site Data meetings continue in 2023-24. Principals meet with the Superintendent and members of the Educational Services Team to review site data, identify trends, and discuss what instructional adjustments will be made at the site level to improve student outcomes. The Data meetings are held twice a year in December and June. Data reviewed includes Diagnostic 2 i-Ready data, Trimester 1 assessment data, California Dashboard data and Chronic Absenteeism and Behavior data. In addition, Cabinet Members continue site visits and provide feedback to site Principals on instructional shifts and expectations

The chart below lists some of the specific strategies that sites are employing to address attendance and chronic absenteeism.

Site	Strategies
Bubb	<ol style="list-style-type: none"> 1. Publish weekly morning meetings and social media posts to promote the importance of attendance and to help families feel connected to what is happening at school 2. Conduct home visits 3. Conduct parent meetings to make a connection with families and discuss what barriers may be removed to get their student(s) to school. 4. Reinforce student attendance through daily raffle immediately after the bell, setting a monthly attendance goal, etc
Castro	<ol style="list-style-type: none"> 1. Provide a safe and healthy campus for students, staff, and parents. Ensure that all learning environments are equitable with supplies and furniture to support a flexible and inclusive learning environment. This will create a welcoming environment where all students will feel successful and want to come to school. 2. School Attendance recognitions: <ul style="list-style-type: none"> -On a monthly basis, students meeting attendance goals will receive recognition in the form of brag tags. -Classrooms meeting attendance goals will receive recognition and rewards -Recognize chronically absent students who make improvements from one month to the next; these students will receive a reward for improvement. -At School On Time" awards. Daily, two students who are at school on time that day will randomly be chosen to receive a prize.
Imai	<ol style="list-style-type: none"> 1. Send regular reminders home about attendance in school newsletter and social media. 2. Include information on the importance of attendance as well as coming to school on time in teacher newsletters 3. Meet with parents of students on the chronic absentee list to decrease their absences. Provide support for families and share resources on the importance of being at school regularly. 4. Provide incentives for students on the chronic absentee list to increase their attendance rate by tracking and following up with them when they are at school. 5. Engage families via multiple forms of communication online, on paper, and in person, and use data management systems that allow family contact information and preferences to be easily and frequently updated, to ensure convenient and accessible communication with families remains constant

	<p>through changing circumstances.</p> <ol style="list-style-type: none"> 6. New families meet with the principal before their first day. They are welcomed and introduced to the site. Welcome email sent with schedule and intro to our site before the first day.
Landels	<ol style="list-style-type: none"> 1. Proactive letters, phone calls and emails will be sent to parents of students who are at risk of being chronically absent. 2. Work with parents to complete an attendance success plan, that will help staff track and follow up with (all) students who are chronically absent. 3. During IEP meetings, identify the root cause of the chronic absenteeism and brainstorm solutions with the IEP team. 4. Highlight various cultures throughout the year to promote belonging and allyship (with #BetterTogether), especially during recognition months (i.e. Lat/Hisp Heritage Month) in order to validate/celebrate diversity. 5. Create opportunities for students to connect with each other and staff, both schoolwide (i.e. morning meeting) and within the classroom (i.e. community circles).
Mistral	<ol style="list-style-type: none"> 1. Pull chronic absenteeism reports on a weekly basis and provide this information to the COST team. 2. Send attendance letters to parents via email. 3. Hold regular attendance team meetings every Friday to create action plans for students and/or individual families. 4. Call families to find out causes for absenteeism and provide resources and support 5. Hold meetings with families and the Attendance team to provide support and resources 6. Conduct home visits with the site attendance team. 7. Facilitate meaningful connections between students and staff members. 8. Integrate #Better Together monthly topics into classroom activities and school events. 9. Implement COST meeting protocols to identify students who are struggling at school and chronically absent
Monta Loma	<ol style="list-style-type: none"> 1. Call families daily to find out causes for absenteeism and conduct home visits as needed 2. Develop an effective communication system that will track and follow up with students who were chronically absent and their supporting adults 3. Create new or review a plan of action to improve attendance for individual families Bimonthly 4. COST referral and meeting series to discuss, document, and identify next steps to support student/familyConduct parent

	education series including parent workshops and weekly tips and reminders focusing on absenteeism, social-emotional support, community building and bridging
Stevenson	<ol style="list-style-type: none"> 1. Increase regular student attendance and decrease chronically absent rate through incentives, family support and regular check-in meetings with Principal and SCEF. 2. Implement a comprehensive, integrated data system for identifying and monitoring each student's academic and non-academic needs 3. Implement MVWSD Better Together: BELONG monthly lessons and activities integrated with IMPACT monthly curriculum 4. Collaborate with parent groups to provide activities for families to foster sense of belonging for parents and guardians
Theuerkauf	<ol style="list-style-type: none"> 1. Review roles and responsibilities when going over attendance policies with all stakeholders. (Secretary, clerk, teachers, principal, SCEF, ARIS) 2. Provide ongoing, job-embedded professional learning to implement strategy to improve student engagement. Strategy: Morning greeting connections 3. Provide dedicated time for family engagement as part of both staff schedules and school calendars through meetings such as: Principal's coffee, Parent University Extension Series and Parent U Seminar 4. Implement monthly attendance incentives and recognition for positive behavior to increase positive recognition of Core Values and attendance throughout the school year 5. Send Attendance reminders 6. Send SART letters and follow up to support families
Vargas	<ol style="list-style-type: none"> 1. Attendance Monitoring: Staff meet weekly to monitor student attendance and recommend students for COST and determine interventions for students. 2. Staff also meet regularly to support messaging for all students as well as those that are chronically absent. 3. Establish Student Leadership Opportunities that allow student voice and ensure students feel that they are an integral part of the school.
Crittenden	<ol style="list-style-type: none"> 1. Positive Attendance recognition - Students will be recognized for good attendance. 2. Meet with chronically absent students and families to discover ways that staff can assist and to reduce absenteeism. 3. Review student LCAP survey results with a focus on school culture and develop an action plan to address areas of need. The school counselor will survey students to determine the

	social and academic needs in order to tailor support services that will address student needs.
Graham	<ol style="list-style-type: none"> 1. Conduct home visits for attendance with SCEF and ARIS 2. Create positive behavior plans for tardies and attendance for at-risk students 3. Track data and analyze patterns of chronic absenteeism and tardiness in PowerSchool to implement interventions on a monthly basis by SCEF, ARIS, school counselors, and administration 4. Meet twice a month with student problem solving team made up of a diverse group of 12 students to discuss school culture, school store items, and school activities

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: REVIEW AND DISCUSSION

Agenda Item Title: United Against Hate Week and #BetterTogether 23-24 (30 minutes)

Estimated Time: 30 minutes

Person Responsible: Megan Pohlman, Director of Equity

Background:

This is the second year MVWSD has observed United Against Hate Week during the Week of November 13-17th. Each site developed a theme relating to United Against Hate and all students were engaged in activities that week learning about respecting differences, empathy, and being kind. All students also participated in taking the No Place for Hate pledge in an activity organized by their own student government or leadership teams.

Fiscal Implication:

None at this time.

Recommended Action:

None at this time.

ATTACHMENTS:

Description	Type	Upload Date
United Against Hate Week and #BetterTogether 23-24	Presentation	12/28/2023



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Recognizing United Against Hate Week and #BetterTogether

November 13-17th, 2023





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United Against Hate in MVWSD

United Against Hate Resolution

- Board of Trustees passed Resolution No. 02-110223 in Support of Recognizing *United Against Hate Week* on Nov. 3, 2023
- Second year of recognizing United Against Hate Week. Last year's activities included:
 - Site-based activities and assemblies
 - Teen center and MVHS involvement at middle schools

Strategic Plan 2027 Alignment

Goal #2 Student Social Emotional Health

- 2a. Equitably and effectively support positive student behavior
- 2b. Ensure an integrated, consistent approach to social emotional learning

Goal #3 Inclusive and Welcoming Culture

- 3a. Expand and enhance opportunities for stakeholder voice
- 3b. Expand and enhance culturally relevant approaches to student, parent and community engagement



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#BetterTogether 2023-24

#BetterTogether is a Culture and Climate Initiative

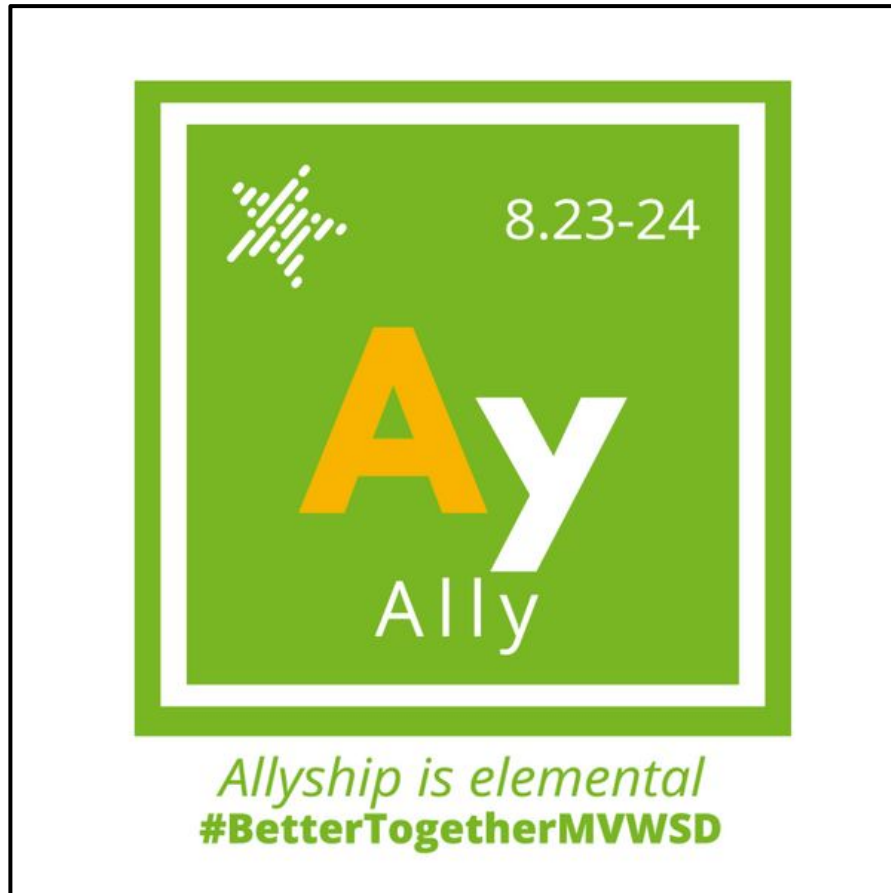
School climate and culture transformation involves:

- Integrating students in peer conversations and leadership opportunities around co-creation of learning spaces
- Publicizing school practices and policies around culture and climate for increased visibility and involvement
- Providing learning opportunities for teachers/staff to build knowledge, skills, and confidence in cultivating positive learning environment

Monitoring Culture and Climate

LCAP Survey:

- Allows district to collect information related to safety, belonging, and peer relationships from students and parents
- LCAP conducted every year for students 4-8th grade




What does being an ally mean?

- Know when to **step back**
 - to learn more about a community or a problem
 - to let someone else shine
- Know when to **stand beside**
 - to support someone when they are scared
 - to let the person know they are not alone
- Know when to **step up**
 - when others are being treated unfairly
 - when you see/hear something unjust

#BetterTogetherMVWSD Offerings

- SY23-24 calendar with building blocks of Allyship as monthly themes
 - Digital matrix of activities
 - Reference texts and lessons plans
 - Monthly training decks for site administrators and staff
 - Monthly blurb in the District Newsletter
- No Place for Hate Annual Activities (3)
- PD for Site Administrators and Teachers
- Middle School Anti-Bias Reflection Coach

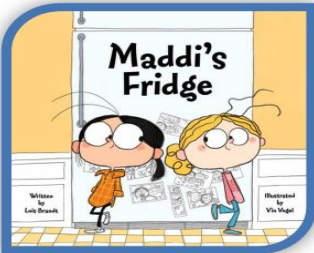
#BetterTogether Calendar



Book of the Month

Presented by ADL's Education Division

About the Book of the Month Parent/Family Discussion Guide: This collection of featured books is from Books Matter: The Best Kid Lit on Bias, Diversity and Social Justice. The books teach about bias and prejudice, promote respect for diversity, encourage social action and reinforce themes addressed in education programs of [A WORLD OF DIFFERENCE® Institute](#). ADL's international anti-bias education and diversity training provider. For parents, guardians and family members, reading the books listed on this site with your children and integrating the concepts into your interactions with them is an excellent way to help children grapple with and learn about these important principles.



Maddi's Fridge

Lois Brandt (Author), Vin Vogel (Illustrator)

ISBN: 978-1936261291

Publisher: Flashlight Press

Year Published: 2014

Age Range: 4-8

Book Themes
Poverty, Friendship, Empathy, Helping others

#BetterTogetherMVWSD									
Theme: Allyship									
Topic Snapshot									
August	September	October	November	December	January	February	March	April	May
ally	identity	cultural appreciation	empathy	addressing bias	conflict resolution	speaking up	finding your power	advocacy	self-worth

Topic	Essential Question	Teaching Guides	Lessons and Materials	SEL Extensions
August Ally Celebrating the World's Indigenous People	What does it mean to be an ally? Thoughtful allies know when to step back, stand beside and step up in the service of others.	Ally or Outlander Activity for Teachers Allyship Workshop Slide Deck Thoughtful allies know when to step back, stand beside and step up in the service of others. Training Deck: August Training Deck	TK-2 Taking a Stand 3-5 Safe Spaces and Allyship (p-4-5, 13-17) 6-8 Safe Spaces and Allyship (p-4-5, 13-17) 9-12 Safe Spaces and Allyship (p-4-5, 13-17)	Self-Awareness Teaching Self-Awareness to Students
September Identity Celebrating Hispanic Heritage Month	What parts of your identity are important to you? Thoughtful allies spend time exploring their own identities and appreciate the differences in others.	Teaching the Identity Iceberg Lesson Training Deck: September Training Deck	TK-5 Mini-Lesson What We Can See/Not See 6-8 Mini-Lesson Identity Iceberg	Social Awareness Social Awareness and Relationship Skills

TK-2: [The Upside Down Boy](#) by Juan Felipe Herrera
 3-5: [Red, White, and Whole](#) by Rogan Lallio



JANUARY


#BetterTogetherMVWSD

CELEBRATING POVERTY AWARENESS MONTH

conflict resolution

la resolución de conflictos

Check out these lessons and resources





How do I have a difficult conversation with someone?

¿Cómo tengo una conversación difícil con alguien?

Visit the library for some related titles!



Thoughtful allies find a way to express themselves respectfully and with an open mind.

United Against Hate Week 23-24

School-wide theme:

- Chosen based on needs of site and support from #BetterTogether content

In-class components:

- Incorporated theme of site into classroom activities that were developmentally appropriate

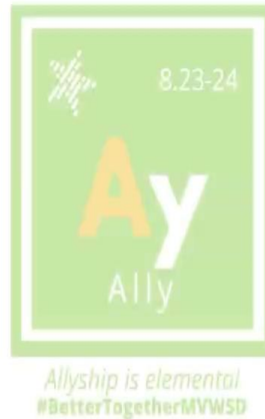
ADL No Place for Hate Pledge:

- Student leadership/student government planned and hosted activities for students to take No Place for Hate pledge

Communication and Documentation:

- Pictures and video were taken
- Newsletters and emails sent to families

United Against Hate Week 23-24



ADL: No Place for Hate Designation

- All sites are working towards their designation as a *No Place for Hate* school site (anticipated announcement in May 2024)
 - 3 activities (pre/post reflections)
 - student committee meetings
 - No Place for Hate pledge participation

Teacher/Staff PD

- In addition to earning their designation with ADL for No Place for Hate, the district is hosting ADL for teacher/staff training
 - World of Difference Institute
 - Training with teachers/staff on leadership skills to challenge prejudice and discrimination, to foster intergroup understanding, and to equip participants to address such issues as diversity in the classroom, name-calling and bullying, and cyberbullying.



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Impacts of #BetterTogether

Anticipated Impact(s)

- #BetterTogetherMVWSD
 - new yearly theme will be unveiled at beginning of SY24-25 along with calendar
 - process and materials continue to be refined
- PD for Teachers/Staff
 - develop a shared language for bias-related speech and incidents
 - practical, effective ways for teachers/staff to help disrupt bias
- No Place for Hate designation
 - get students excited about No Place for Hate to sustain the program for years to come
 - unite schools in an effort to combat hate and facilitate safety and belonging

Strengths and Challenges

Strengths:

- United Against Hate week offers us a specific time each year for celebration and reflection
- Consistent branding of #BetterTogether has increased visibility and usability of program over time
- District-wide scope of #BT creates collective effort towards anti-bias, inclusive practices

Challenges:

- Current LCAP data is very consistent but not very specific
- Getting more qualitative data about student experience may be helpful moving forward to help us plan



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Next Steps

Next Steps

- Working with District Equity Advisory Committee to develop SY24-25 themes for #BetterTogether based on LCAP data
- *A World of Difference Institute* with teachers and staff on Jan. 8 and ongoing No Place for Hate activities
- Training for Middle School ‘Anti-Bias coaches’ will be a part of Anti-Bias grant work for next several years
- Currently exploring ways to collect student data on culture/climate issues to help in action planning

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: REVIEW AND DISCUSSION

Agenda Item Title: Joint Use Agreement Update (15 minutes)

Estimated Time: 15 minutes

Person Responsible:

Ayindé Rudolph, Ed.D., Superintendent

Rebecca Westover, Ed.D., Chief Business Officer

Background:

For decades, the City of Mountain View and the District have had many leases, joint use agreements, and other arrangements for the City's use of District's facilities. After many rounds of negotiations over the past few years, the City proposed what it deemed a final form of a joint use agreement for eleven of the District sites to be under one form of joint use agreement and, thereby, also canceling all previous past Agreements, except as noted in the Current JUA.

At the December 7, 2023 meeting the Board approved the agreement that was sent as a final offer to the District. Staff will share an update on the status of the JUA agreement.

Fiscal Implication:

None.

Recommended Action:

No action requested.

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Agenda Item Title: Conference with real property negotiatos (Pursuant to Government Code § 54956.8)

Estimated Time:

Person Responsible:

Background:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code § 54956.8):

Properties: 325 Gladys Avenue, Mountain View, California

Agency Negotiator: Ayindé Rudolph, Superintendent; Rebecca Westover, CBO; Phil Henderson, Orbach Huff & Henderson

Negotiating Parties: Google, Inc.

Under Negotiation: Price and terms of payment related to Joint Use Agreement

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: CONFERENCE WITH LABOR NEGOTIATORS

Agenda Item Title: Conference with Labor Negotiators (Government Code 54957.6, subd.(a))

Estimated Time:

Person Responsible: Dr. Ayindé Rudolph, Superintendent

Background:

Agency designated representatives: Ayindé Rudolph, Tara Vikjord, Rebecca Westover, Swati Dagar, Theresa Lambert, Vernorris Taylor, Anne Flores-Aikey, Jonathan Pearl

Employee Organization: Mountain View Educators Association

Fiscal Implication:

none

Recommended Action:

No action required

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: CONFERENCE WITH LEGAL COUNSEL

Agenda Item Title: Conference with legal counsel – Anticipated litigation (Pursuant to Government Code § 54956.9(d)(4): 1 case

Estimated Time:

Person Responsible:

Background:

CONFERENCE WITH LEGAL COUNSEL – Anticipated litigation (Pursuant to Government Code § 54956.9(d)(4): 1 case

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 1/11/2024

Agenda Category: FUTURE BOARD MEETING DATES

Agenda Item Title: Future Board Meeting Dates

Estimated Time:

Person Responsible:

Background:

January 25, 2024-iReady Diagnostic 2 Assessment Data Overview

February 8, 2024-LCAP Mid-year Update

February 29, 2024-Environmental Sustainability Plan Update

Fiscal Implication:

Recommended Action: