# Mountain View Whisman School District Board of Trustees - Regular Meeting



February 29, 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: 815 9043 5996
Passcode: 369774
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

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.

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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. SCHOOL SHOWCASE-Monta Loma Elementary School

## 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

Personnel Report to the Board of Trustees

## B. Minutes

- 1. Minutes to February 8, 2024 Regular Board Meeting
- 2. Minutes to February 10, 2024 Special Meeting Board Retreat

## C. Contracts

- 1. Contracts
- D. <u>Transportation Plan For State Funding</u>
- E. Measure G and T Bond Oversight Committee Member Addition 2023-2024
- F. 24-Hour Access to Instructional Materials Update
- G. <u>Literacy Instruction and Dyslexia Support Plan Update</u>
- H. Payroll Reports and Accounts Pay Warrant List for the Month of January 2024
- I. Board Policy 6158 Independent Study / Short Term
- J. Board Policy 6158 (a)(b) Remote Independent Study
- K. Board Policy (BP) 5148.3 Preschool/Early Childhood Education

## 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 DISCUSSION

- A. Early Literacy Update (45 minutes)
- B. Parcel Tax Polling Results (45 minutes)
- C. Environmental Sustainability Plan Update (30 minutes)

## VII. REVIEW AND ACTION

- A. 2024 CSBA Delegate Assembly Election (10 minutes)
- B. Resolution No. 01-022924 in Support of Recognizing Women's History Month (10 minutes)
- C. Resolution No.02-022924 Reduction of Classified Services (10 minutes)

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

## IX. CLOSED SESSION

## 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)) one case: Claim related to special education program/services (student name withheld to protect confidentiality)

## B. Public Employee Discipline/Dismissal/Release

1. Public Employee Discipline/Dismissal/Release (Gov. §54957. subd. (b)(1))

## X. RECONVENE OPEN SESSION

## B. Closed Session Report

#### XI. BOARD UPDATES

## XII. FUTURE BOARD MEETING DATES

## A. Future Board Meeting Dates

March 14, 2024-Reclassification and EL Program Update April 18, 2024-Boundaries Discussion May 2, 2024-Environmental Sustainability Plan May 16, 2024-LCAP Survey Results

## B. MVWSD 2023-24 Governance Calendar

click here:

Agenda items listed on a designated month on the Governance Calendar are subject to change.

## XIII. ADJOURNMENT (10:00 p.m.)

#### **NOTICES FOR AUDIENCE MEMBERS**

#### 1. **RECORDING OF MEETINGS:**

The open session will be video recorded and live streamed on the District's website (www.mwsd.org).

#### CELL PHONES:

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## 3. FRAGRANCE SENSITIVITY:

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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.

## Agenda Item for Board Meeting of 2/29/2024

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: 815 9043 5996
Passcode: 369774
There is no participant ID
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Fiscal Implication:
Recommended Action:

## Agenda Item for Board Meeting of 2/29/2024

Agenda Category: Personnel Report		
Agenda Item Title: Personnel Report to the Board of	Trustees	
Estimated Time:		
Person Responsible: Tara Vikjord, Chief Human Relati	ions Officer	
Background:		
Fiscal Implication:		
Recommended Action:		
ATTACHMENTS:		
Description	Type	Upload Date
Personnel Report to the Board of Trustees	Backup Material	2/22/2024

## Mountain View Whisman School District Personnel Report 2023-2024

											Effective Date	Date of Board
First Name	Last Name	Position	Status	Site	FTE	Action	Details of Action	From	ТО	Admin. Rec.	of Action	Meeting
							FROM Temporary Status to Probationary 2					
Alexa	Brand	Teacher	Probationary	Stevenson	1	Change of Status	Status for the 2024-2025 School Year.				8/7/2024	2/29/2024
							FROM Temporary Status to Probationary 2					
Kara	Clapper	Teacher	Probationary	Imai	1	Change of Status	Status for the 2024-2025 School Year.				8/7/2024	2/29/2024
							FROM Temporary Status to Probationary 2					
Emma	Ellis	Teacher	Probationary	Castro	1	Change of Status	Status for the 2024-2025 School Year.				8/7/2024	2/29/2024
_						60.	FROM Temporary Status to Probationary 2				0 /= /000 4	0 /00 /000 4
Tamara	Evans	Teacher	Probationary	Bubb	1	Change of Status	Status for the 2024-2025 School Year				8/7/2024	2/29/2024
N 4 = -1:	Callaghan	Taraban	Duals attianan	Theorem		Change of Status	FROM Temporary Status to Probationary 2				0/7/2024	2/20/2024
Madison	Gallagher	Teacher	Probationary	Theuerkauf	1	Change of Status	Status for the 2024-2025 School Year				8/7/2024	2/29/2024
Sukhita	Navalyal	Teacher	Probationary	Stevenson	1	Change of Status	FROM Temporary Status to Probationary 2 Status for the 2024-2025 School Year				8/7/2024	2/29/2024
Sukilita	INAVAIYAI	reactier	Probationary	Stevenson	1	Change of Status	FROM Temporary Status to Probationary 2				6/1/2024	2/29/2024
Sarah	Nibecker	Teacher	Probationary	Bubb	1	Change of Status	Status for the 2024-2025 School Year				8/7/2024	2/29/2024
Jaran	Nibeckei	reacties	riobationary	Bubb	<u> </u>	change of Status	FROM Temporary Status to Probationary 2				0/1/2024	2/23/2024
Lawrence	Niday	Teacher	Probationary	Graham	1	Change of Status	Status for the 2024-2025 School Year				8/7/2024	2/29/2024
Lawrence	Ividay	reaction	Trobationary	Granam	+ +	change of status	FROM Temporary Status to Probationary 2				0/1/2024	2/23/2024
Carol	Pitts	Teacher	Probationary	Theuerkauf	1	Change of Status	Status for the 2024-2025 School Year				8/7/2024	2/29/2024
Curoi	1103	- cooner	robutionary	mederkaar	<del>-</del>	enange or status	FROM Temporary Status to Probationary 2				0,7,2024	2/23/2024
Lara	Saati	Teacher	Probationary		1	Change of Status	Status for the 2024-2025 School Year				8/7/2024	2/29/2024
20.0	Judi.		. robutionary		_		FROM Temporary Status to Probationary 2				5,7,202.	2/23/2021
Nicole	Streich	Teacher	Probationary	Monta Loma	1	Change of Status	Status for the 2024-2025 School Year				8/7/2024	2/29/2024
			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			<b>0</b>	FROM Temporary Status to Probationary 2				5/1/2021	=,==,===:
Kaitlin	Tannyhill	Teacher	Probationary	Bubb	1	Change of Status	Status for the 2024-2025 School Year				8/7/2024	2/29/2024
	,		,				FROM Temporary Status to Probationary 2					, ,
Andrew	Vargha	Teacher	Probationary	Imai	1	Change of Status	Status for the 2024-2025 School Year				8/7/2024	2/29/2024
							FROM Temporary Status to Probationary 2					
Trevor	Yerkes	Teacher	Probationary	Imai	1	Change of Status	Status for the 2024-2025 School Year				8/7/2024	2/29/2024
							FROM Temporary Status to Probationary 2					
Rochelle	Zelenka	Teacher	Probationary	Vargas	1	Change of Status	Status for the 2024-2025 School Year				8/7/2024	2/29/2024
						Job-Share with Annette Luongo,						
Leslie	McClellan	Teacher	Permanent	Imai	0.5241	lmai, 0.5241 FTE for the 2024-2025					8/7/2024	2/29/2024
						Job-Share with Leslie McClellan,						
Annette	Luongo	Teacher	Permanent	lmai	0.5241	Imai, 0.5241 FTE for the 2024-2025					8/7/2024	2/29/2024
Sarit	Murkes	Clerical Assistant I	Temporary	Graham	0.25	Layoff of Temporary Position					5/31/2024	2/29/2024
Teresa	Ochoa	Transportation Dispatcher	Temporary	Transportation	1	Layoff of Temporary Position					2/29/2024	2/29/2024
Ivon	Pena	IA Preschool	Temporary	Latham Preschool	0.75	Layoff of Temporary Position			<u> </u>		3/29/2024	2/29/2024
Natalie	Gallagher	Teacher	Permanent	Theuerkauf	1	Leave of Absence	Personal	3/1/2024	3/31/2024	Approve	3/1/2024	2/29/2024
Michaela	Lee	Teacher	Temporary	Theuerkauf	1	New Hire					2/12/2024	2/29/2024
Yuling	Zheng	Teacher	Temporary	Theuerkauf	1	New Hire					2/12/2024	2/29/2024
L			L	L		Release of Classified Probationary					- /- /	
Sophie	Greenberg	TK Instructional Assistant	Probationary	Theuerkauf	0.75	Employee					2/9/2024	2/29/2024
\		At-Risk Intervention	_			Release of Classified Probationary					2/42/222	2/20/222
Victor	Mendez	Supervisor	Temporary	Imai	1	Employee			-		2/12/2024	2/29/2024
T-1-11-	A. d.	Tarahan	T	1		Release of Temporary Certificated	Ford of Townson Assi				E /24 /2024	2/20/2024
Tehila	Aviv	Teacher	Temporary	Imai	1	Teacher	End of Temporary Assignment				5/31/2024	2/29/2024
lanot	Fostor	Toachar	Tomporari	Thouarkauf	1	Release of Temporary Certificated	End of Tomporary Assistances				E /21 /2024	2/20/2024
Janet	Foster	Teacher	Temporary	Theuerkauf	1 1	Teacher	End of Temporary Assignment				5/31/2024	2/29/2024

## Mountain View Whisman School District Personnel Report 2023-2024

											Effective Date	Date of Board
First Name	Last Name	Position	Status	Site	FTE	Action	Details of Action	From	то	Admin. Rec.	of Action	Meeting
riist Naiile	Last Name	Position	Status	Site	FIE		Details of Action	FIOIII	10	Aumin. Rec.	Of ACTION	Meeting
			_		_	Release of Temporary Certificated	- 1 5-				= /2 + /2 2 2 +	0/00/0004
So-Hee Regina	Park	Teacher	Temporary	Graham	1	Teacher	End of Temporary Assignment				5/31/2024	2/29/2024
						Release of Temporary Certificated						
Consorcia	Reyes	Preschool Teacher	Temporary	Preschool	1	Teacher	End of Temporary Assignment				5/31/2024	2/29/2024
						Release of Temporary Certificated						
Angela	Ryland	Teacher	Temporary	Bubb	1	Teacher	End of Temporary Assignment				5/31/2024	2/29/2024
Jennifer	Hammar	Teacher	Probationary	Monta Loma	1	Resignation					5/31/2024	2/29/2024
Hyun Suk	Jang	Teacher	Temporary	Crittenden	1	Resignation					5/31/2024	2/29/2024
Melissa	Le-Lewis	Teacher	Probationary	Graham	1	Resignation					5/31/2024	2/29/2024
Renae	McCollum	Teacher	Permanent	Graham	1	Resignation					5/31/2024	2/29/2024
Daniela	Nagel	Receptionist	Permanent	District Office	1	Resignation					2/29/2024	2/29/2024
Mauricio	Najarro	Teacher	Probationary	Crittenden	1	Resignation					5/31/2024	2/29/2024
Andrea	Neubauer	Teacher	Probationary	Graham	1	Resignation					5/31/2024	2/29/2024
Cecilia	Nunez	Teacher	Probationary	Theuerkauf	1	Resignation					5/31/2024	2/29/2024
Elaura	Oshiro	IA General		District Office	0.75	Resignation					5/31/2024	2/29/2024
Patricia	Rich	Teacher	Probationary	Monta Loma	1	Resignation					5/31/2024	2/29/2024
Juana	Rojas Zavala	Teacher (Intern)	Probationary	Monta Loma	1	Resignation					5/31/2024	2/29/2024
Dominic	Ruggio	Teacher	Probationary	Landels	1	Resignation					5/31/2024	2/29/2024
Ashley	St. Lawrence	Teacher	Probationary	Districtwide	1	Resignation					5/31/2024	2/29/2024
Jacqueline	Warren	Teacher	Probationary	Graham	1	Resignation					5/31/2024	2/29/2024
Jane	Fonda	Administrative Assistant	Permanent	District Office	1	Retirement and Resignation					5/18/2024	2/29/2024

## Agenda Item for Board Meeting of 2/29/2024

Agenda Category: Minutes										
Agenda Item Title: Minutes to February 8, 2024 Regular Board Meeting										
Estimated Time:										
Person Responsible:										
Background:										
Fiscal Implication:										
Recommended Action:										
ATTACHMENTS:										
Description	Type	Upload Date								
Minutes to February 8, 2024 Regular Board Meeting	Backup Material	2/13/2024								

# Mountain View Whisman School District Board of Trustees - Regular Meeting



1400 Montecito Avenue February 8, 2024 6:00 PM

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

Meeting ID: 856 8063 1951

Passcode: 527463

There is no participant ID

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(Live streaming available at www.mvwsd.org)

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

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

The meeting was called to order at 6:01 p.m.

## A. Pledge

Stevenson staff, students, and parents led the Pledge of Allegiance.

## B. Roll Call

Present: Berman, Blakely, Chiang, Conley, Lambert

Absent: None

## C. Approval of Agenda

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

Ayes: Berman, Blakely, Chiang, Conley, Lambert

## II. SCHOOL SHOWCASE-Stevenson Elementary School

Stevenson staff and students shared Student Leadership opportunities and the Junior Coaching Program. Students are trained by Playworks Coaches, who help all grades understand how to participate in games properly and guide students when disagreements arise regarding rules and guidelines.

#### III. SPECIAL RECOGNITION

A. Employee Recognition for Turtle Award (10 minutes)

The Turtle Award recognizes an admirable employee who demonstrates exceptional collaboration and teamwork with their colleagues at MVWSD. Thirty-two employees received the Turtle Award.

#### IV. 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 Laura Blakely and seconded by Laura Berman to approve the Consent Agenda, as presented.

Ayes: Berman, Blakely, Chiang, Conley, Lambert

## A. Personnel Report

1. Personnel Report to the Board of Trustees

## B. Minutes

1. Minutes to January 25, 2024 Regular Board Meeting

## C. Contracts

- Contracts
- D. <u>2023-2024 Overnight and/or Out-of-State Field Trips Spring Dates</u>
- E. Board Policy 6020 Parent Involvement
- F. Middle School Math Update

The following member of the community addressed the Board of Trustees on this item:

- Former Trustee Steven Nelson
- G. <u>Board Policy 6159.1 Procedural Safeguards and Complaints for Special Education</u>

- H. Board Policy 6159.2 Nonpublic, Nonsectarian School and Agency Services for Special Education
- I. Board Policy 6164.4 Identification of Individuals for Special Education
- J. Board Policy 5131.2 Bullying
- K. Board Policy 5144.1 Suspensions and Expulsions/Due Process
- L. Board Bylaw 9322 Agenda/Meeting Materials
- M. Board Policy 5125 Student Records
- N. <u>Board Policy 5145.3 Nondiscrimination/Harassment</u>
- O. <u>Board Policy 5131.7 Weapons and Dangerous Instruments</u>
- P. Board Policy 6142.8 Comprehensive Health Education
- Q. Board Policy 3312 Contracts
- R. Board Policy 6170.1 Transitional Kindergarten
- S. Board Bylaw 9321 Closed Session
- T. Board Policy 4218 Dismissal/Suspension/Discipline
- U. <u>Board Policy 4113 Assignment</u>
- V. <u>Board Policy 0410 Nondiscrimination in District Programs and Activities</u>
- W. Board Bylaw 9321.1 Closed Session
- X. Board Policy 1312.2 Uniform Complaint Procedures
- Y. Board Policy 4216 Probationary Permanent Status
- Z. Strategic Plan Update on District Standards
- AA. <u>Mountain View Whisman School District Staff Housing Project Change Order No.</u> 10, Palisade Builders
- AB. Board Policy 3311 Bids
- AC. Board Policy 6159 Individualized Education Program
- AD. Board Policy 6158 Independent Study / Short Term
- AE. Board Policy 5126 Awards for Achievement

## V. COMMUNICATIONS

## A. <u>Employee Organizations</u>

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

## B. <u>District Committees</u>

No report at this time.

## C. <u>Superintendent</u>

Dr. Rudolph commended the negotiation teams for the tone of the negotiations and their working collaboratively.

#### VI. COMMUNITY COMMENTS

The following member of the community addressed the Board of Trustees at this time:

Former Trustee Steven Nelson

## VII. REVIEW AND DISCUSSION

A. Local Control Accountability Plan (LCAP) Mid-Year Report (30 minutes)

The Local Control Accountability Plan Mid-Year Report is a new requirement from the California Department of Education and must be presented on or before February 28 of each year. Expenditures in the Mid-Year Report are \$5,459,087 from a variety of state and local funding sources.

The following member of the community addressed the Board of Trustees on this item:

- Former Trustee Steven Nelson
- B. Health & Wellness Annual Goals Progress Report (45 minutes)

Staff presented the trustees with a report that reflected data on the progress of the Local School Wellness Policy Annual Goals. School programs include mental health and social-emotional wellness, nutrition, behavioral, and physical fitness.

The following member of the community addressed the Board of Trustees on this item:

- Former Trustee Steven Nelson
- C. Universal PreKindergarten (UPK) 2024-25 Program Planning (45 minutes)

The Trustees supported the addition of after-school care for the 2024-25 school year for up to 40 students. After-school care will be located at two existing preschool classrooms at Latham and Theuerkauf.

The following members of the community addressed the Board of Trustees on this item:

Former Trustee Steven Nelson

- Liliana Camacho
- Blake
- Paula
- D. Transportation, Field Trip Process and Discussion (30 minutes)

The Trustees suggested adjusting the field trip request process to include the possibility of parent drivers and extending the period for schools to request district bussing for the school year. Staff will bring back more information to the Board at a future meeting.

The following members of the community addressed the Board of Trustees on this item:

- Former Trustee Steven Nelson
- Laura Kalvass

## VIII. BOARD UPDATES

Trustee Blakely shared that CHAC is committed to providing critical support to individuals and families in the communities and maintaining these critical and community school-based services. On January 24, the CHAC Board voted to move into a due diligence phase with Pacific clinics.

Trustee President Conley mentioned at the CSBA Basic Aid Update that there were discussions and clarifications around TK facilities. Penalties are being imposed for districts that have not fully implemented TK yet. She also mentioned the SCCSBA Legislative Brunch on Saturday, March 9, at the Fremont High School District Office, and MVWSD is hosting the Santa Clara County School Board Trustees for a tour of the Teacher Housing on March 7.

## IX. FUTURE BOARD MEETING DATES

A. Future Board Meeting Dates

February 29, 2024-Environmental Sustainability Plan Update March 14, 2024-Reclassification and EL Program Update April 18, 2024-Transportation

Trustee President Conley mentioned the Special Board Retreat meeting on Saturday, February 10, at Crittenden Innovation Center starting at 8:30 a.m. with student participation and a site tour.

The following member of the public addressed the Board of Trustees on this item:

• Former Trustee Steven Nelson

## X. ADJOURNMENT (10:00 p.m.)

The meeting was adjourned at 9:59 p.m.

#### 1. RECORDING OF MEETINGS:

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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.

## Agenda Item for Board Meeting of 2/29/2024

Agenda Category: Minutes										
Agenda Item Title: Minutes to February 10, 2024 Special Meeting Board Retreat										
Estimated Time:										
Person Responsible:										
Background:										
Fiscal Implication:										
Recommended Action:										
ATTACHMENTS:										
Description	Type	Upload Date								
Minutes to February 10, 2024 Special Meeting Board Retreat	Backup Material	2/14/2024								

# Mountain View Whisman School District Board of Trustees - Special Meeting Minutes



Crittenden MS Innovation Center 1701 Rock Street February 10, 2024 8:30 AM

(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 (8:30 a.m.)

The meeting was called to Order at 8:30 a.m.

## A. Pledge

Trustee President Conley led the Peadge of Aligence.

#### B. Roll Call

Present: Berman, Conley, Lambert

Absent: Chiang, Blakely

## C. Approval of Agenda

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

Ayes: Berman, Conley, Lambert

Absent: Blakely, Chiang

Trustee Chiang and Blakely arrived at approximately 8:35 a.m.

#### II. REVIEW AND ACTION

## A. Approval of Brown Act Commitment regarding Agenda Descriptions

A motion was made by Laura Berman and seconded by William Lambert to approve the Brown Act Commitment regarding Agenda Descriptions.

Ayes: Berman, Conley, Lambert

Absent: Blakely, Chiang

The Trustees of the Mountain View Whisman School District had received a cease and desist letter dated January 11, 2024, alleging that the following described past action of

the Board violated the Ralph M. Brown Act: that in some situations, the top level agenda item descriptions were truncated where additional detail on the item was provided in the linked descriptions.

To avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, pursuant to Government Code, section 54960.2(c)(1), the Board hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action as described above and will provide notification of its commitment in response to the cease and desist letter.

The Board may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and notice on its posted agenda as "Rescission of Brown Act Commitment."

## III. 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.

## IV. CLOSED SESSION

The meeting was adjourned to Close Session at 8:35 a.m.

- A. Public Employee Performance Evaluation
  - 1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code, § 54957, subd. (b)(1)) Title: Superintendent

#### V. RECONVENE OPEN SESSION

The meeting was reconvened to Open Session at 9:57 a.m.

## B. <u>Closed Session Report</u>

Trustee President Conley reported no action was taken in the Closed Session.

#### VI. REVIEW AND DISCUSSION

## A. 2023-24 Governance Calendar Review

The trustees reviewed the Governance Calendar for the 2023-2024 school year, which reflects agenda items that come to the Board of Trustees for consideration on an annual basis. Trustees discussed the anticipated agenda items.

The following member of the public addressed the Board of Trustees on this item:

- Former Trustee Steven Nelson
- B. Crittenden Middle School Open Space Tour

The Trustees were led on a tour by Crittenden's Student Leadership class to gather their input and perceptions about how the campus is being used and how their thoughts can be incorporated into the greening of the campus. Carducci Associates were also present.

The following member of the public addressed the Board of Trustees on this item:

Former Trustee Steven Nelson

#### VII. FUTURE BOARD MEETING DATES

## A. Future Board Meeting Dates

February 29, 2024-Environmental Sustainability Plan Update March 14, 2024-Reclassification and EL Program Update April 18, 2024-Boundaries Discussion

## VIII. ADJOURNMENT (1:00 p.m.)

The meeting was adjourned at 12:26 p.m.

#### **NOTICES FOR AUDIENCE MEMBERS**

#### 1. RECORDING OF MEETINGS:

The open session will be video recorded and live streamed on the District's website (www.mwsd.org).

#### 2. **CELL PHONES:**

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

#### 3. FRAGRANCE SENSITIVITY:

Persons attending Board meetings are requested to refrain from using perfumes, colognes or any other products that might produce a scent or chemical emission.

#### 4. SPECIAL ASSISTANCE FOR ENGLISH TRANSLATION/INTERPRETATION:

The Mountain View Whisman School District is dedicated to providing access and communication for all those who desire to attend Board meetings. Anyone planning to attend a Board meeting who requires special assistance or English translation or interpretation is asked to call the Superintendent's Office at (650) 526-3552 at least 48 hours in advance of the time and date of the meeting.

El Distrito Escolar de Mountain View Whisman esta dedicado a proveer acceso y comunicacion a todas las personas que deseen asistir a las reuniones de la Junta. Se pide que aquellas personas que planean asistir a esta reunion y requieren de asistencia especial llamen a la Oficina del Superintendente al (650) 526-3552 con por lo menos 48 horas de anticipacion del horario y fecha de esta reunion, para asi poder coordinar los arreglos especiales.

## 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.

#### Agenda Item for Board Meeting of 2/10/2024

Agenda Category: REVIEW AND ACTION

Agenda Item Title: Approval of Brown Act Commitment regarding Agenda Descriptions

**Estimated Time:** 

Person Responsible: Dr. Ayindé Rudolph, Superintendent

## **Background:**

The Board of Trustees of the Mountain View Whisman School District ("Board") has received a cease and desist letter, dated January 11, 2024, alleging that the following described past action of the Board violated the Ralph M. Brown Act: that in some situations the top level agenda item descriptions were truncated where additional detail on the item was provided in the linked descriptions.

In order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, pursuant to Government Code, section 54960.2(c)(1), the Board hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action as described above and will provide notification of its commitment in response to the cease and desist letter.

The Board may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as "Rescission of Brown Act Commitment."

#### **Fiscal Implication:**

None

#### **Recommended Action:**

Staff recommends the Board of Trustees approve the Brown Act Commitment pursuant to Government Code, section 54960.2(c)(1) and provide notification in response to the cease and desist letter.

#### **ATTACHMENTS:**

Description	Type	Upload Date
Cease and Desist Letter Agenda Item Titles	Backup Material	2/8/2024



**District Office** 

**T** 650.526.3500 1400 Montecito Ave. Mountain View, CA 94043

February 11, 2024

#### **VIA EMAIL**

Steven E. Nelson

Mountain View, CA 94040

Re: January 11, 2024 Cease and Desist Letter

Mountain View Whisman School District

Dear Mr. Nelson:

The Board of Trustees of the Mountain View Whisman School District ("Board") has received your cease and desist letter, dated January 11, 2024, alleging that the following described past action of the Board violated the Ralph M. Brown Act: in some instances top level titles of agenda items were truncated.

In order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, the Board hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action as described above.

The Board may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as "Rescission of Brown Act Commitment." You will be provided with written notice, sent by any means or media you provide in response to this message, to whatever address or addresses you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, you will have the right to commence legal action pursuant to subdivision (a) of Section 54960 of the Government Code. That notice will be delivered to you by the same means as this commitment, or may be mailed to an address that you have designated in writing.

Very truly yours,

Devon Conley
Board President
Mountain View Whisman School District

cc: Ayindé Rudolph, Superintendent

## Agenda Item for Board Meeting of 2/10/2024

Agenda Category: Public Employee Performance Evaluation
Agenda Item Title: PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code, § 54957, subd. (b)(1)) Title: Superintendent
Estimated Time:
Person Responsible:
Background:
Fiscal Implication:
Recommended Action:

## Agenda Item for Board Meeting of 2/10/2024

Agenda Category: REVIEW AND DISCUSSION		
Agenda Item Title: 2023-24 Governance Calendar Review		
Estimated Time:		
Person Responsible:		
<b>Background:</b> The trustees review the Governance Calendar for the 2023-2024 school y	rear and discuss anticipated agenda items.	
Fiscal Implication:		
Recommended Action:		
ATTACHMENTS:		
Description	Type	Upload Date
MVWSD 2023-2024 Governance Calendar	Backup Material	2/8/2024

July	August	September	October	November	December	January	February	March	April	May	June
No meeting	Contracts	Resolution re: Gann Limit	School Plan for Student Achievement (SPSA) Report	PTOC and BOC Report	Resolution: Change of Date of School Holiday	Financial Audit Report	Governors 2022- 23 Budget	Classified Layoffs (if necessary)	Classified Layoffs (if necessary)	Calendar - July 4 Holiday amendment	Update on Re- Imagining Castro
	Monta Loma Fence Choice	Payroll/warrants months of June & July 2023	CCEIS Board Report and Plan	Updates to Choice Program lottery policy	Organizational Meeting	Update on Math appeal process and data collected	Contracts	Second Interim Report	Resolution re: Day of the Teacher	PTOC and BOC Annual Report	LCAP Approval
	Environmental Sustainability and solar report	Annual review of BP 6145 - extracurricular activities	Amended Form CA Unaudited Actuals Due to SACS Software Update	Resolution supporting Native American Heritage Month	MTSS Implementation Update	SPSA Approval - Castro Elementary	Strategic Plan Update on standards	Contracts	Resolution re: Classified Apprec.	May Revise Presentation	LCAP Local Indicators
		Resolution re: Instructional Materials - Public hearing.	Parcel Tax	Resolution for United Against Hate Week	Equity Scorecard	LCAP Timeline Report	Dyslexia Update	Reclassification and EL Program Update	Contracts	Contracts	LCAP Federal Addendum
		Overnight andOout of State Fieldtrips	Approval of Board Policies	Approval of Board Policies	Update on Castro Board Goal	Preschool Annual Self Evaluation 2022-23	24 hour access to curriculum report	ELA curriculum update	Communication Platform Pilot	Resolution supporting AAPI Heritage Month	Superintendent / Asst Superintendents Contract
		Unaudited Actuals	Approval of JUA with City of Mountain View	Tri 1 Health and Wellness Written Progress Report	CA Dashboard	SARCs	Overnight and Out of State Fieldtrips Spring dates	Update on Re- Imagining Castro		Classified Employee of the Year & Teacher of the Year	Contracts
		Resolution supporting Hispanic Heritage Month	Payments/ Warrants	Annual Enrollment Policies Review	Resolution for Poverty Awareness Month	Resolution supporting Black History Month	Update on Math appeal process and data collected	ELOP and BTB Updates and Contracts		Employee Recognition / Years of Service	
		2022-2023 Fund 25 Developer Fee Report	ESSER III Expenditure Plan Update	Payments/Warrants	Approval of Joint Use Agreement	Naming Board Rep. County Comm. Election	BOC new member,	Staff Housing Non- Profit 60		Resolution supporting LGBTQ+ and Gender Expansive Youth	
		Newly Tenured Teachers	Sustainability Task Force Update	Sustainability Task Force Update, Carducci report on green scores	2023-2024 1st Interim Report	CA Dashboard	CSBA Delegate Assembly Election	ELOP 24-25 Contract		LCAP Local indicators PUBLIC HEARING LCAP	
		ELOP Summer Intersession Report	4% off schedule	Universal PK	Approval of Comprehensive School Safety Plan template	i-Ready Diagnostic 2 Assessment Data Overview	Resolution supporting Women's History Month	Boundaries Discussion		LCAP Federal Addendum	
		Contracts	Contracts	Organizational meeting discussion	Adoption of 2024- 2025 School Calendar	Board Discussion for starting a Vision for AI	Parcel Tax polling results			PUBLIC HEARING: Budget Adoption	
						Board Policies Updates	Literacy Team update			ELA Adoption Materials Recommendations	

## Agenda Item for Board Meeting of 2/10/2024

Agenda Category: REVIEW AND DISCUSSION
Agenda Item Title: Crittenden Middle School Open Space Tour
Estimated Time:
Person Responsible:

## **Background:**

The Trustees will be led on a tour by Crittenden's Student Leadership class to gather their input and perceptions about how the campus is being used and how their thoughts can be incorporated into the greening of the campus.

**Fiscal Implication:** 

**Recommended Action:** 

## Agenda Item for Board Meeting of 2/10/2024

Agenda Item Title: Future Board Meeting Dates		
Estimated Time:		
Person Responsible:		
D		

## **Background:**

February 29, 2024-Environmental Sustainability Plan Update March 14, 2024-Reclassification and EL Program Update April 18, 2024-Boundaries Discussion

**Agenda Category:** FUTURE BOARD MEETING DATES

**Fiscal Implication:** 

**Recommended Action:** 

## Agenda Item for Board Meeting of 2/29/2024

**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 \$114,500 in 2024 (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. Bay Area Chess, Inc- Will provide a lunchtime chess club on Wednesdays at Vargas Elementary from 12:00-12:45 PM for all students, starting March 6, 2024 through May 15, 2024, \$1,050.00.
- 2. Gripspin Tennis- Will provide tennis classes for preschool students to learn fundamental movement and basic mechanics/techniques to play tennis from March 15, 2024 through April 26, 2024, \$4,300.00.
- 3. Mobile Ed Productions Inc- Will provide five 45-minute in-person sessions in their portable, inflatable Sky Dome Planetarium for all students at Bubb Elementary on May 28, 2024, \$1,795.00.
- 4. Nathan Hale, LLC- Will provide 2 assemblies for all students at Vargas Elementary and 2 workshops for 5th grade students only focusing on providing information about Mr. Hale's work as a graphic novelist. Both the assemblies and workshops will be held on March 7, 2024, \$2,500.00.
- 5. Nathan Hale, LLC- Will provide two 45-minute, in-person, cartoon drawing assemblies and two writing workshops for all students at Mistral and Stevenson Elementary on March 6, 2024, \$5,000.00 split between both sites.
- 6. Silicon Valley Education Foundation- Will provide the Elevate Summer Math program for incoming 3rd-8th grade students, district-wide. The program will begin March 1, 2024 through October 1, 2024, \$60,000.00.
- 7. Social and Environmental Entrepreneurs (SEE), Inc.- Will provide a Math Festival event where families and all students at Theuerkauf Elementary will learn math skills and strategies. The event will be hosted on March 6, 2024 from 5:00-7:00 PM in the MUR, \$800.00.
- 8. Young Audiences of Northern CA- Will provide two 45-minute in-person musical performances to all students at Landels Elementary from 12:50-1:45 PM on March 1, 2024, \$2,200.00.

## **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
Bay Area Chess Inc (VA) 03/06/24-05/15/24	Backup Material	2/12/2024
Gripspin Tennis PSA (PS) 03/15/24-04/26/24	Backup Material	2/14/2024
Mobile Ed Productions Inc (BB) 05/28/24	Backup Material	2/9/2024
Nathan Hale LLC (VA) PSA 03/07/24	Backup Material	2/22/2024
Nathan Hale LLC (MI/ST) PSA 03/06/24	Backup Material	2/22/2024
Silicon Valley Education Foundation 03/01/24-10/01/24	Backup Material	2/21/2024
Social and Environmental Entrepreneurs (SEE), Inc. (TH) PSA 03/06/24	Backup Material	2/21/2024
Young Audiences of Northern CA PSA (LN) 03/01/24	Backup Material	2/9/2024

# Independent Contractor for Professional Services Agreement (Non-Construction Related)

	(14011-CO113ti detioi	riciate	u,				
THIS AGREEMENT is made and entered into on	February 2	29	, 20_24	("Agreement"),			
by and between and Mountain View Whisman Scho	ol District ("Distric	t") and					
("Contractor"). Contractor and District may be refer	rred to herein indi	vidually	as a " <b>Party</b> " or collective	ly as the "Parties"			
( contractor in contractor and bistinet may be released	rea to herein mar	· raaan y	as a raity or concentre	ry do the Turnes.			
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.							
□ <b>Option 1</b> - As indicated in Exhibit A – attached		Option	<b>1 2</b> - Services explained a	s follows:			
•		•	•				
2. Price & Payment Check one of the options below  Contractor shall furnish the Services to the District for the following compensation ("Agreement Price"): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).    Option 1 – Flat Fee of \$  Option 2 - Maximum number of hours at an hourly rate of \$ Total not to exceed \$  Option 3 – Other, please explain:							
3. Contract Dates "Agreement Time"							
Services Start Date:		Services	End Date:				
4. Submittal of Documents							
4. Submittal of Documents			Signed Agreement				
Contractor shall not commence the Services under until Contractor has submitted the following docum	_		Insurance Certificate: W-9 Form	s & Endorsements			
5. Classified Service		□ YI	ES 🗆 N	0			
Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?							
6. Notice							
Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).							
Mountain View Whisman School District	Contractor:						
1400 Montecito Ave.	Street						
Mountain View, CA 94043	City, Sate, Zip						
Attn: Chief Business Officer	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 <u>not</u> listed on California's "Megan's Law" Website (<a href="http://www.meganslaw.ca.gov/">http://www.meganslaw.ca.gov/</a>). 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)							
	ngerprinting/Criminal Background/Megan's Law (Sex Offenders)						
Cnec —	k 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.						
	<b>2. No Contact:</b> 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 no 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.						
	<b>4. Sole Proprietor:</b> 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.						
Distri	ict Representative Name & Initials:						
8. Tuberculosis (TB) Screening Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.  Contractor's Initials Here:							
	(This portion to be filled out by District Representative)						
8. Tı	uberculosis (TB) Screening Select one option below:						
	Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.						
	Waiver of TB Screening. Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.						
	District Representative initials here:						

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

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

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.

Contractor's Initials Here:

#### 11. Infectious Disease Requirements

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

## INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT 2.1.2.

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).

**CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES** 

#### 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.

**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: Bay Area Chess, Inc
Dated: <b>February 7</b> , 20 <b>24</b>	Dated:, 2024
Signature:	Signature:
Print Name: Vernorris Taylor	Print Name: James Bethany
Print Title: Principal, Jose Antonio Varga	SPrint Title: Director

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

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

## Mountain View Whisman School District

# Independent Contractor for Professional Services Agreement (Non-Construction Related)

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יד	HIS AGREEMENT is made and entered into on	February 29	9	, 20_	24	("Agreement"),
b	y and between and <b>Mountain View Whisman</b>	School District ("District	r") and Grips	pin Tenni	s	
	"Contractor"). Contractor and District may be					ne "Parties."
	1. Services Check one of the options below The District is authorized by Gov. Code § 5306 financial, economic, accounting, engineering, experienced and competent to perform the spacetrices ("Services" or "Work"). The Contract perform the Services.  Option 1 - As indicated in Exhibit A – attagency classes for preschool aged kids. All studio play tennis. Each session students will learn	O to contract with any polegal or administrative mocial services required. For warrants that it is speached	catters, if those Contractor sha cially trained, I Option 2 - Ser nental moveme	persons are Il furnish to to censed and vices explain nt and basic	specially to the District experience ed as follow mechanics	the following dand competent to ws: and techniques
r	eceive a ball over the mini tennis net into the ar	rea of play.				
	shall be made in accordance with the Terms as sufficiently detailed (e.g., name of school or debrief description of services provided).  Option 1 – Flat Fee of \$ 4,300 (\$5 pe Option 2 - Maximum number of hours at Option 3 – Other, please explain:  Contract Dates "Agreement Time"  Services Start Date: March 15th., 2024	epartment service was per student per class for a stan hourly rate of \$	rovided to, per total of 10 class	iod of service es otal not to e	e, number	of hours of service,
	4. Submittal of Documents			d Agreemer	nt .	
	Contractor shall not commence the Services u until Contractor has submitted the following o	-		nce Certific		dorsements
	5. Classified Service		YES	V	NO	
	5. Classified Service Education Code Sections 45100-45139/88000-44929/87400-87488 defines certificated service mandates such a relationship. Are you current System or California State Teachers Retirement	ce. The IRS predisposes itly, or have you ever pai	stitutes classifi an employer/e	ed service. E	J ducation C Itionship w	hen state law
	Education Code Sections 45100-45139/88000-44929/87400-87488 defines certificated servimandates such a relationship. Are you curren	ce. The IRS predisposes only, or have you ever paint System?  med to have been given or sent by overnight deliver.	stitutes classifi an employer/e d into the Calif	ed service. E mployee rela ornia State P	J ducation C ationship w ublic Emplo en in writin	hen state law byees Retirement g and either
	Education Code Sections 45100-45139/88000-44929/87400-87488 defines certificated servimendates such a relationship. Are you current System or California State Teachers Retirement 6. Notice  Any notice under this Agreement shall be deepersonally delivered (effective upon receipt) of the control of the cont	ce. The IRS predisposes only, or have you ever paint System?  med to have been given or sent by overnight deliver.	stitutes classifi an employer/e d into the Calif	ed service. E mployee rela ornia State P ceived if give lressed as fo	J ducation C ationship w ublic Emplo en in writin	hen state law byees Retirement g and either
	Education Code Sections 45100-45139/88000 44929/87400-87488 defines certificated servi- mandates such a relationship. Are you curren System or California State Teachers Retiremen  6. Notice  Any notice under this Agreement shall be dee personally delivered (effective upon receipt) of next following delivery thereof to the overnig	ce. The IRS predisposes only, or have you ever paint System?  med to have been given or sent by overnight delivery service).	estitutes classifi an employer/e d into the Calif , served, and re very service add	ed service. Employee relations State Proceed if give Iressed as formis	J ducation C ationship w ublic Emplo en in writin llows (effe	hen state law byees Retirement g and either
	Education Code Sections 45100-45139/88000-44929/87400-87488 defines certificated servimendates such a relationship. Are you current System or California State Teachers Retirement 6. Notice  Any notice under this Agreement shall be deepersonally delivered (effective upon receipt) of next following delivery thereof to the overnige Mountain View Whisman School District	ce. The IRS predisposes itly, or have you ever paint System?  med to have been given or sent by overnight delivery service).  Contractor:	stitutes classifi an employer/e d into the Calif served, and re very service add	ed service. Employee relatornia State Poceived if give Iressed as formula.	J ducation C ationship w ublic Emplo en in writin llows (effec	hen state law byees Retirement g and either

# 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:

(This portion to be filled out by District Representative)
7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)
Check gine 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 no 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
8. Tuberculosis (TB) Screening Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.  Contractor's Initials Here:
(This portion to be filled out by District Representative)
8. Tuberculosis (TB) Screening Select one option below:
Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.
Waiver of TB Screening. Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.
District Representative initials here:

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

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

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

Contractor's Initials Here:

## 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.
- 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.
- Compliance with Laws. Contractor shall observe 11. 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.
- Audit. Contractor shall establish and maintain 17. 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

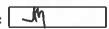
1090 et seq. and Section 87100 et seq, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute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

Individual Sole Propi Limited Liability Company	rietorship Partnership Limited Partnership Corporation Other: 501 3c Nonprofit Organization
Employer Identification and/or SSN#:	84-4926293
	tions 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their payer. The United States Code also provides that a penalty may be imposed for failure to ober. In order to comply with these rules, the district requires your federal tax identification chever is applicable.
furnish the taxpayer identification num number or Social Security number, whi	payer. The United States Code also provides that a penalty may be imposed for failure to ober. In order to comply with these rules, the district requires your federal tax identification
furnish the taxpayer identification num number or Social Security number, whi	payer. The United States Code also provides that a penalty may be imposed for failure to obser. In order to comply with these rules, the district requires your federal tax identification chever is applicable.

**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  Mountain View Whisman School District  Dated:	Contractor:  Contractor Name: Gripspin Tennis  Dated: February 8 , 20 24  Signature: Javon Montgomery  Print Title: Executive Director
API Authorized Signer	PROVAL Superintendent/Designee
Dated:, 20  Signature:  Print Name:  Print Title:	Dated: 20  Signature:  Print Name:  Print Title:
Board of Trustees Action	on (District Office Use Only)  For Contract: Review Ratification



## **MVWSD Preschool Tennis Program Outline**

- I. Tennis Program Overview and Progression
  - A. The preschool tennis program will be specifically designed for ages 3-5 years old where students will learn the basic movement and fundamental techniques of modern tennis. Each player will learn how to underarm toss a ball over the mini net to a partner. This will be based off of the USTA's Net Generation Pre-Rally Red Ball Curriculum.
    - 1. Players will learn to send and receive a ball and will progress from a larger bouncy ball to a red dot tennis ball.
      - a) The red ball is specifically designed for very young players to help them develop hand-eye coordination and to see the direction of spin that is produced when the ball bounces.
    - 2. Each class the students will progress with the end of the 5 sessions being able to toss the ball with a partner with or without a cone with 1 bounce in between.
    - 3. Students will also progress to be able to overhand throw a ball over the net and catch the ball with one bounce.
- II. Equipment
  - A. Gripspin Tennis will be providing all of the equipment needed for the program
    - 1. 3-4 mini tennis nets with caution tape in between to substitute as nets
    - 2. Placement markers to mark where players are to stand and/or target
    - 3. Red dot tennis balls (20-30)
    - 4. Mini cones
    - 5. Agility ladders
    - 6. Large bouncy balls (10-15)
    - 7. Tennis racquets if needed (8-10)
    - 8. Hoola hoops (10-20)
      - a) Equipment will be shared
- III. Curriculum
  - A. United States Tennis Association's Net Generation Pre-Rally Red Ball Curriculum
- IV. Coaches
  - A. Javon Montgomery- USPTA Certified Tennis Professional-Head Coach
  - B. Assistant Coaches- teachers and teacher assistants if available

# **Gripspin Tennis**

809 Cuesta Dr. Suite B Mountain View, CA 94040 (650) 499-9387

# **Estimate**

**Submitted on 02/03/2024** 

Estimate for (updated 2/12,

Imelda Barragan

MVWSD Preschool Program

**Project** 

Preschool Peewee Tennis Progra

Description	Qty	Unit price	Total price
Theuerkauf Peewee Tennis Class (5 Classes Each)			
Fridays			
9:00-9:30 Class (20 capacity)	5	\$100.00	\$500.00
9:35-10:05 Class (20 capacity)	5	\$100.00	\$500.00
10:10-10:40 Class (16 capacity)	5	\$80.00	\$400.00
10:45-11:15 Class (16 capacity)	5	\$80.00	\$400.00
12:15-12:45 Class (16 capacity)	5	\$80.00	\$400.00

## Theuerkauf School

5 Classes: 9-9:30 (20 kids), 9:35-10:05 (20 kids), 10:10-10:40 (16 kids), 10:45-11:15 (16 kids), 12: 15-12:45 (16 kids)

Total of 88 kids @\$5 each per class

# Latham Peewee Tennis Class (5 Classes Each)

Mondays			
9:00-9:30 Class (16 capacity)	5	\$80.00	\$400.00
9:35-10:05 Class (16 capacity)	5	\$80.00	\$400.00
10:10-10:40 Class (20 capacity)	5	\$100.00	\$500.00
10:45-11:15 Class (16 capacity)	5	\$80.00	\$400.00
12:15-12:45 Class (16 capacity)	5	\$80.00	\$400.00

#### **Latham School**

5 Classes: 9-9:30 (16 kids), 9:35-10:05 (16 kids), 10:10-10:40 (20 kids), 10:45-11:15 (16 kids), 12: 15-12:45 (16 kids)

Total of 84 kids @\$5 each per class

update: Price has been upated to reflect the total number of students per class priced @

Notes: \$5 each student

Subtotal

\$4,300.00

**Adjustments** 

\$4,300.00

## Mountain View Whisman School District

# Independent Contractor for Professional Services Agreement (Non-Construction Related)

	(Non-Construction	on Keiateu)			
THIS AGREEMENT is made and entered into on	February 29	)	, 20_24	("Agreement"),	
by and between and Mountain View Whisman School District ("District") and					
("Contractor"). Contractor and District may be refe	erred to herein inc	dividually as a "Par	ty" or collectively as	the "Parties."	
1. Services Check one of the options below The District is authorized by Gov. Code § 53060 to financial, economic, accounting, engineering, lega experienced and competent to perform the specia services ("Services" or "Work"). The Contractor w perform the Services.  ☐ Option 1 - As indicated in Exhibit A − attache	l or administrative al services required varrants that it is s	e matters, if those of the contractor shall pecially trained, lice	persons are specially I furnish to the Distri	trained and ct the following ced and competent to	
<ul> <li>2. Price &amp; Payment Check one of the options Contractor shall furnish the Services to the District shall be made in accordance with the Terms and C sufficiently detailed (e.g., name of school or departised description of services provided).</li> <li>Option 1 – Flat Fee of \$</li> <li>Option 2 - Maximum number of hours at an Option 3 – Other, please explain:</li> <li>3. Contract Dates "Agreement Time"</li> </ul>	for the following Conditions. Distric Timent service was	t must approve Co	ntractor's form of in od of service, numbe	voice, which must be er of hours of service,	
Services Start Date:		Services End Date	<u> </u>		
4 Submitted of Decuments					
4. Submittal of Documents		☐ Signed	Agreement		
Contractor shall not commence the Services unde until Contractor has submitted the following docu	•	_	nce Certificates & E	Endorsements	
5. Classified Service		□ YES	$\Box$ NO		
Education Code Sections 45100-45139/88000-880 44929/87400-87488 defines certificated service. mandates such a relationship. Are you currently, of System or California State Teachers Retirement Sys	The IRS predispose or have you ever p	es an employer/en	nployee relationship	when state law	
6. Notice					
Any notice under this Agreement shall be deemed personally delivered (effective upon receipt) or se next following delivery thereof to the overnight de	nt by overnight de		_	_	
Mountain View Whisman School District	Contractor:				
1400 Montecito Ave.	Street				
Mountain View, CA 94043	City, Sate, Zip				
Attn: Chief Business Officer	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 <a href="not">not</a> listed on California's "Megan's Law" Website (<a href="http://www.meganslaw.ca.gov/">http://www.meganslaw.ca.gov/</a>). 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 no 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
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
<b>Professional Liability (E&amp;O)</b> , 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 heret
	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
  - 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.
- 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.

# 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;

## Contractor's Initials Here: LH

- 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 Individual Sole Limited Liability Company	of the following:  Proprietorship Partnership Limited Partnership Corporation  Other:
Employer Identification and/or S	SN#: 38-2463141
taxpayer identification number to	5, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their the payer. The United States Code also provides that a penalty may be imposed for failure to number. In order to comply with these rules, the district requires your federal tax identification r, whichever is applicable.
	(This portion to be filled out by District Representative)
13. Dept/Site Budget Progr	am
Please provide full SACS coding	010-9130-0-5830-00-1110-1000-000000-002-0130

**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: Mobile Ed Productions Inc
Dated: February 8 , 20 24  Signature: Mariko Kobata	Dated: 21924, 20_ Signature: Linda Rannary  Print Name: Linda Rannary
Print Title: Prinicpal	Print Title: Office Administrator
Типора	
Al	PPROVAL
	PPROVAL Superintendent/Designee
Al	
Al Authorized Signer	Superintendent/Designee
Authorized Signer  Dated:, 20	Dated:, 20
Authorized Signer  Dated:, 20  Signature:	Dated:, 20

Board of Trustees A	ction (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)

U	Non-Construction	Relate	eaj				
THIS AGREEMENT is made and entered into on				,	20	("Agreemen	nt"),
by and between and Mountain View Whisman Schoo	ol District ("District	t") and	d				
("Contractor"). Contractor and District may be referr	red to herein indiv	idually	, as	a " <b>Party</b> " or co	allectively as	s the " <b>Parties</b> "	
( Contractor ). Contractor and District may be referr	ed to herein marv	luualiy	y as	a raity of co	onectively a.	stile Tarties.	
1. Services Check one of the options below The District is authorized by Gov. Code § 53060 to co financial, economic, accounting, engineering, legal o experienced and competent to perform the special s services ("Services" or "Work"). The Contractor war perform the Services.  Option 1 - As indicated in Exhibit A – attached	or administrative materials and services required.	atters, Contra cially t	s, if t acto train	chose persons or shall furnish	are specially to the Distr nd experien	y trained and ict the following iced and competer	
Assemblies will take place in the MUR and will be focused on library and classroom and he will lead a groups through the st						list., workshops in th	ie
Contractor shall furnish the Services to the District for shall be made in accordance with the Terms and Consufficiently detailed (e.g., name of school or department brief description of services provided).  Option 1 – Flat Fee of \$  Option 2 - Maximum number of hours at an hool Option 3 – Other, please explain:	nditions. District m nent service was p	nust ap rovided	opro ed to	ove Contractor o, period of ser Total not	's form of ir vice, numbe to exceed	nvoice, which must er of hours of servi	t be rice,
3. Contract Dates "Agreement Time"							
Services Start Date:	Se	ervices	s End	d Date:			
A.C. hadust of Day and to							
4. Submittal of Documents			<u> </u>				
Contractor shall not commence the Services under the until Contractor has submitted the following documents	_		Ir	igned Agreer nsurance Cer V-9 Form		Endorsements	
5. Classified Service		□ YI	'ES		$\square$ NO		
Education Code Sections 45100-45139/88000-88040 44929/87400-87488 defines certificated service. The mandates such a relationship. Are you currently, or System or California State Teachers Retirement System	e IRS predisposes a have you ever paid	an emp	ploy	er/employee	relationship	when state law	
6. Notice							
Any notice under this Agreement shall be deemed to personally delivered (effective upon receipt) or sent next following delivery thereof to the overnight delivery	by overnight deliv				_	_	ss day
Mountain View Whisman School District	Contractor:	_					
1400 Montecito Ave.	Street						
Mountain View, CA 94043	City, Sate, Zip						
Attn: Chief Business Officer	Attn:						
Independent Contractor Agreement for Professional Service	ces – MVWSD					Page 1	

## 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 <u>not</u> listed on California's "Megan's Law" Website (<a href="http://www.meganslaw.ca.gov/">http://www.meganslaw.ca.gov/</a>). 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	cone 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 no 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.					
Distri	ct Representative Name & Initials:					
Contr	actor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District the District's request.  Contractor's Initials Here:					
	(This portion to be filled out by District Representative)					
8. Tu	uberculosis (TB) Screening Select one option below:					
	Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.					
	Waiver of TB Screening. Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.					
	District Representative initials here:					

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

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

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.
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- 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.

# 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;

## Contractor's Initials Here:

- 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.

	I		
12. Type of Entity check one of the following:			
<ul> <li>☐ Individual</li> <li>☐ Sole Proprietorship</li> <li>☐ Limited Liability Company</li> <li>☐ Other:</li> </ul>	☐ Partnership	☐ Limited Partnership	☐ Corporation
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.			
, '	n to be filled out by Dist	rict Representative)	
13. Dept/Site Budget Program			
Please provide full SACS coding			

**ACCEPTED AND AGREED** on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

## **Approvals Required Prior to Contract Start Date**

Requesting Administrator	Contractor:
Mountain View Whisman School District	Contractor Name: Nathan Hale
Dated: February 5	Feb. 1. 20_24
Signature:	Signature:
Print Name: Vernorris Taylor	Print Name: Nathan Hale
Print Title: Principal, Jose Antonio Vargas	Print Title: Author/Illustrator

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 C	Only)		
Board of Trustees Meeting Date:	For Contract:	Review	Ratification	

## Mountain View Whisman School District

# Independent Contractor for Professional Services Agreement (Non-Construction Related)

(Non-Construction Related)					
THIS AGREEMENT is made and entered into on	V V V	ebruary 29	, 2024	_("Agreement"),	
by and between and Mountain View Whisman School	ol District ("Distri	ct") and Nath	an Hale LLC		
("Contractor"). Contractor and District may be refer				"Parties."	
<b>1. Services</b> Check one of the options below The District is authorized by Gov. Code § 53060 to c financial, economic, accounting, engineering, legal c experienced and competent to perform the special services ("Services" or "Work"). The Contractor was perform the Services.  Option 1 - As indicated in Exhibit A – attached	or administrative is services required. rrants that it is sp	matters, if thos Contractor sh ecially trained,	e persons are specially tra all furnish to the District th	ined and ne following and competent to	
Nathan Hale will present to Mistral and Stevenson Elementary Schools on 3/6/24. He will provide a 45 minute cartoon drawing presentation for 1st & 2nd grade cohorts and workshops for 3rd through 5th grade. Assemblies will take place in the MUR and will be focused on providing information about Mr. Hale's work as a graphic novelist. Workshops to lead the students through the steps of creating a graphic novel will be in the library and classrooms. Nathan Hale will be at ST in the a.m. and Mistral for the p.m. on 3/6/24 and the two sites will be splitting the cost. Teachers will be present during presentation and workshops.				cartoon drawing in the MUR and will nts through the steps tral for the p.m. on	
2. Price & Payment Check one of the options be Contractor shall furnish the Services to the District for shall be made in accordance with the Terms and Co sufficiently detailed (e.g., name of school or departmental description of services provided).  ✓ Option 1 − Flat Fee of \$ 5,000.00  Option 2 - Maximum number of hours at an hour option 3 − Other, please explain:	elow or the following c nditions. District ment service was	ompensation ( must approve ( provided to, pe	"Agreement Price"): Paym Contractor's form of invoic	ent for the Services e, which must be	
3. Contract Dates "Agreement Time" Services Start Date: 3/6/24	:	Services End Da	ate: <u>3/6/24</u>		
4. Submittal of Documents		_			
Contractor shall not commence the Services under until Contractor has submitted the following docum	•	Insu	ed Agreement rance Certificates & Endo Form	orsements	
5. Classified Service Education Code Sections 45100-45139/88000-8804 44929/87400-87488 defines certificated service. The service of the servi	ne IRS predisposes	an employer/	employee relationship whe	en state law	
mandates such a relationship. Are you currently, or System or California State Teachers Retirement Syst		ild into the Call	fornia State Public Employ	ees Retirement	
<b>6. Notice</b> Any notice under this Agreement shall be deemed t personally delivered (effective upon receipt) or sent next following delivery thereof to the overnight delivery	t by overnight del				
Mountain View Whisman School District	Contractor:	Nathan H	lale		
1400 Montecito Ave.	Street				
Mountain View, CA 94043	City, Sate, Zip	Nathan H	ale		
Attn: Chief Business Officer	Attn:	ivaliiaii n	ait		

## 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 <u>not</u> listed on California's "Megan's Law" Website (<a href="http://www.meganslaw.ca.gov/">http://www.meganslaw.ca.gov/</a>). 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:		1/14
(This portion to be filled out by District Representative)				
7. Fir	7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)			
Check	one of the options below:			
	1. Contact with Students: Contractor certi	fies that Contractor has complied with the fingerpr	inting and cr	iminal background
	investigation requirements of Education Code	e section 45125.1 and that the California Departme	nt of Justice	has determined
	•	's employees, subcontractors, agents, and subcont	•	
		ther those Employees are paid or unpaid, concurrer		•
		Contractor, who may interact with District pupils out		
		or guardian or a District employee in the course of   felony, as that term is defined in Education Code se		=
	=	osequent arrest and conviction information it received		
		uring the course of providing services pursuant to t		
		teract with District pupils during the course and sco	ope of this A	greement is
	attached hereto.			
	2 No Combosto Neith or Contractor and Cont			
1		ractor's Employees will have any interaction with Di or guardian or a District employee so that the finge		
		de section 45125.1 do not apply to Contractor fo		•
		al, I am familiar with the facts herein certified, a		•
	certificate on behalf of the District.			
		reement is provided in an emergency or exception		
		ict will take appropriate steps to protect the safety ees so that Contractor and/or Contractor's Employe		
		d control of the pupil's parent or guardian or a Dist		
		nt. (Ed. Code, § 45125.1 (c).) As an authorized Distri		
	facts herein certified, and am authorized to e	execute this certificate on behalf of the District.		
	4 Cala Businistania Castinatasia asila a	and the condition of the filt and the Code on	-1' 4E43E 4	1 (h)(1) (2) H
	· · · · · · · · · · · · · · · · · · ·	oprietor and in compliance with Education Code sec ment of Justice that Contractor has not been convi		
	·	pursuant to the requirements of Education Code se		•
	·	erein certified, and am authorized to execute this c		
Distri	ct Representative Name & Initials: The	eresa Lambert		<u>TL</u>
O T	havardasia (TD) Carranina			
	berculosis (TB) Screening		*1	anaa(a) ta Diatriat
	the District's request. <b>Contractor's Init</b>	ce(s) and will maintain and immediately produce	triose clear	ance(s) to District
ироп	the district s request.	tidis fiere.		
	(This portic	on to be filled out by District Representative)		
8. Tu	berculosis (TB) Screening Select one			
		·		
		clearance(s) and will maintain and immediately pr	roduce thos	e clearance(s) to
	District upon the District's request.			
	<b>Waiver of TB Screening.</b> Contractor is not not work directly with students on more the	required to provide evidence of TB Clearance be han an occasional basis.	cause Contr	actor will
		District Representative initials here:	<u>TL</u>	

**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	\$1,000,000
or advice (on a claims-made form)	

**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).
- 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 Limited Liability Company	Proprietorship Partnership Limited Partnership Corporation Other:			
Employer Identification and/or SSN#: 27-3297613				
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	MI 010-0130-0-5830-00-1110-1000-000000-016-0130			

ST 010-0130-0-5830-00-1110-1000-000000-015-0130

Independent Contractor Agreement for Professional Services – MVWSD

**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: Nathan Hale LLC
Dated: February 21 , 20 <u>24</u> Signature: Hugandur	Dated: February 21 , 20_24 Signature:
Print Name: Theresa Lambert	Print Name: Nathan Hale
Print Title: <u>Principal</u>	Print Title: Owner

APPR <b>⊙∀</b> AL			
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 C	Only)		
Board of Trustees Meeting Date:	For Contract:	Review	Ratification	



## MEMORANDUM OF UNDERSTANDING

## Silicon Valley Education Foundation and Mountain View Whisman School District Elevate [Math] Programs

This Memorandum of Understanding (MOU) serves as a facilitating document establishing an agreement between **Silicon Valley Education Foundation** (SVEF), located at 1400 Parkmoor Avenue, Suite 200, San José, CA and Mountain View Whisman School District located at 1400 Montecito Ave, Mountain View, CA 94043, Mountain View to implement the following SVEF program(s) from March 1st - October 1, 2024:

Elevate [Math]

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

## **Program Description:**

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

Details of the above program(s) can be found in Addendum I to this MOU.

## Collaborative Successful Partnership Proposed Roles and Responsibilities:

## **SVEF** agrees to:

- Provide the curriculum and professional learning resources for effective implementation of the curriculum specifically aligned and designed to meet grade-level Common Core State Standards (CCSS).
- Market the Program(s) to foundations, corporations, businesses, and individuals in an effort to obtain partial funding for the Programs.
- Provide financial contributions as outlined in the "Class Agreement Breakdown" table on page 4 of this MOU. The School District will pay for programs prior to the start of the Elevate [Math]/[CS]I Program.
- Provide project management staffing to assist as needed with the following:
  - o student recruitment;
  - o teacher recruitment;
  - o setting meetings;
  - o tracking execution of the Programs; and
  - o handling financials.
- Assist districts with TB and fingerprinting logistics. School District may elect to have SVEF assume the responsibility of fingerprinting and paying teachers.
- Recruit and train college mentors/teaching assistants to provide inspiration and encouragement to students to attend college and enhance college curriculum for E[M] .
- Facilitate the pre- and post-assessments and surveys, prepare reports on the Programs, track
  overall student achievement gains, and gather student efficacy survey results to share with
  the School District and funders.
- Collect student emergency contact information and provide safety guidelines for the classroom and online environment.
- Provide access to required online tools.
- Work with the School District to develop a school year follow up and ongoing summer programming in order to maintain student achievement gains and motivation for preparing for college.
- Recruit and train corporate volunteers to enrich the classroom experience and provide STEM or Career Inspiration Workshops.
- Organize a College Day experience for high school students only (E[M] 9-10+).
- Work with teachers to organize and promote End of Program celebrations for each class.

• SVEF agrees to follow district policies regarding visitors

## **School District agrees to:**

- Enroll students only in SVEF programs rather than a combination of SVEF and district programs.
- Appoint a School District representative to serve as the primary liaison for SVEF, with whom Program coordination can be managed—including student/teacher recruitment and logistics of the Programs. The School District representative agrees to respond to requests for information, feedback, and other communications in a timely manner, generally within 24-48 during business days.
- Appoint a School District representative to serve as the data liaison to SVEF who will
  provide required data in a timely manner as outlined in Addendum V, VI, and VII to this
  MOU.
- Provide a target list for student recruitment and use the enrollment form created by SVEF. If
  the School District elects to lead recruitment efforts that do not utilize the SVEF enrollment
  form, the School District will be responsible for manually entering the hardcopy forms into
  SVEF's online enrollment system. SVEF will not accept scanned forms that do not use the
  SVEF enrollment template.
- Communicate the policy/procedures for handling student behavior and absence during the summer Programs. The School District will provide SVEF the name of the person responsible.
- If in person, provide basic classroom facilities as outlined in Addendum II to this MOU.
- Provide the financial contribution to the Programs as outlined on page 4 of this MOU unless the class is canceled for reasons beyond the School District's control. Such financial contribution should be paid to SVEF prior to the first day of class.
- Identify a representative from the School District's IT department to support the Programs' connection to the internet and ensure that computers/devices are provided for each student to use during the Programs. This includes whitelisting and access to Youtube.com, Desmos, Google Classroom, Zoom, Nearpod, Salesforce etc. SVEF will provide the full list.
- Assist in recruitment of teachers for their Program sites. Teachers may be paid through SVEF (simplifying the role of the School District) or through traditional School District processes. The preference will be outlined on pages 4 and 5 of this MOU.
- Provide TB verification and proof of sexual harassment training for your district recruited teachers. (Human Resources)
- Assist in finding substitutes.

- o SVEF will pay a substitute if SVEF is the teacher's paying agent.
- o The School District will pay a substitute if the School District is the teacher's paying agent.
- Ensure that all teachers participate in the curriculum and professional development training and Professional Learning Communities (PLCs).
- Assist in recruitment of full classes of students to participate in the Programs. Allow SVEF to contact families directly.
- Support the administration of the pre-post assessments and pre/post surveys.
- Work with SVEF to develop school year follow up and ongoing summer programming in
  order to maintain student achievement gains and motivation for preparing for college. SVEF
  collects placement and success data on all alumni students from third grade through
  completion of high school.
- Commit to placing students who have successfully completed Elevate [Math] into the appropriate grade-level course for the following school year.
- Allow SVEF to host site visits by donors and/or partners with the purpose of observing a classroom session and/or presenting a hands-on STEM Workshop.

## **Class Agreement Breakdown for E[M]:**

	# of Classes	District Contribution	# of Students per Class
EM 3rd Grade	2	\$20,000.00	24
EM 4th Grade	2	\$20,000.00	24
EM 5th Grade	2	\$20,000.00	24
Total	6	\$60,000.00	

SVEF fundraises to offset the cost of providing these programs. This summer, SVEF will fundraise to contribute \$6,000 per class, for a total of \$36,000.00 for this agreement.

SVEF will be responsible for paying teachers and fingerprinting

Please provide a contact with whom to follow up with any billing questions.			
Finance contact: Name	Email		

## [Signature Page Follows]

## **District Superintendent or Designee Signature:**

Only the authorized agents or their offices listed below may make changes to this MOU and any future addenda, provided, however, that both parties mutually agree upon such changes in writing.

X	
Superintendent or Designee Signature	Date
Printed Name	
	we read and understand the data exchange timeline and nes as outlined in Addendum VI and VII to this MOU Directors or Managers.
X Data Personnel Signature*	Date
Printed Name	
SVEF Signature:	
X	
Seung Lee Director of District Partnerships	Date
X	
Chris Carney Chief Operating Officer	Date

#### **ADDENDA**

## **Addendum I: Program Components**

	Elevate [Math] 3-5	Elevate [Math] 6-8	Elevate [Math] 9-10
Program Dates	06/06/24 - 06/28/24		
Grades	Rising 3rd-5th	Rising 6th-8th	Rising 9th-10th
Length	75 hours	75 hours	125 hours
Curriculum	Elevate [Math] (math and literacy)	Elevate [Math]	Elevate [Math]
Teacher PD	24 hours PL 6 hours PLC Coaching	24 hours PL 6 hours PLC Coaching	24 hours PD 6 hours PLC Coaching
Classroom Mentor	College Mentor (~1:3)	College Mentor (~1:3)	College Mentor (~1:3)
College Awareness	-UC Berkeley College Curriculum	-UC Berkeley College Curriculum	-UC Berkeley College Curriculum -College Day Event
Growth Mindset	19 day curriculum	19 day curriculum	24 day curriculum
STEM/Career Awareness	-Career Inspiration Workshop -STEM Activity	-Career Inspiration Workshop -STEM Activity	-Career Inspiration Workshop -STEM Activity
End of Program	Celebration Party	Celebration Party	Celebration Party

## Addendum II: Facilities and Support for the SVEF Programs

For [EM] classes:

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

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

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

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

- Class Set of mini-whiteboards or plastic sheet protectors filled white copy paper
  - Note: If unable to provide either option, teacher can utilize clear plastic cover of the Elevate [Math] notebook
- Class Set of dry erase markers and erasers
- Class Set of iPads/Chromebooks/laptops, with access to the following domains:
  - YouTube, Google Classroom, Kahoot!, Desmos, Padlet (for Growth Mindset and College Information curricula\*\*)
  - Students will also access the following domains for SVEF surveys and pre-/post-assessments: <u>svef-pre.qassess.com</u>, <a href="https://svef.force.com/faculty/login">https://svef.force.com/faculty/login</a>, and formassembly.com
- Manipulatives (cm cubes, double-sided counters, etc)
- General Classroom Supplies, including:
  - o Markers, pencils
  - o Calculators, Rulers, scissors
  - Whiteout, blue tape, glue sticks
  - o Paper clips, post-its
- Projector and/or Document Camera
- The following types of paper:
  - Sticky pad/ flip chart
  - Colored Xerox paper (for small posters)
  - Construction paper (for larger posters)
  - o Butcher paper
  - Patty paper (8th grade only)
- It is highly recommended that districts provide out-of-district teachers and all College Mentors with a temporary district email/Google account. This enables teachers and students to access a shared Google Classroom. If districts are unable to do so, Elevate [Math]SVEF will create an @elevatemath.com for E[M] and @csi.svef.com for [CS]I domain that must be whitelisted by the district for use by students and the teacher.

SVEF agrees to provide the following classroom materials:

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

- o College Readiness Curriculum
- Elevate [Math] student swag and materials, including, but not limited to:
  - o Elevate [Math] Notebooks
- Grade-specific program handouts for parents
- End of program certificates

## Addendum III: Guidelines for Teacher Selection; Responsibilities

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

If the School District cannot provide internal district teachers by February 28, 2024, SVEF may work with the School District to interview and hire teacher(s) from outside the School District.

## Addendum IV: SVEF Professional Development

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

- professional development;
- PLCs (except Elevate [Math]<sup>2</sup>);
- Elevate [Math] coaching program; and
- Elevate [Math] effectiveness studies.

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

## Addendum V: Student Data and Tracking of Student Achievement

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

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

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

#### Addendum VI: Data Transfer Timelines

The timelines for data transfer are as follows:

## **Student Data Timeline**

Student Data Timeline					
Task	Request Date	<b>Due Date</b>	Data	E[M]	[CS]I
			Student Name	X	X
School District			10-digit State ID	X	X
sends target			Middle/High School	X	X
student list based on criteria	November	January	Last SBAC Scaled Score for E[M]	X	
outlined in			Parent/Guardian Name	X	X
Addenda			Parent/Guardian Phone	X	X
			Parent/Guardian EMail	X	X
SVEF provides			Program Attendance	X	X
Program Results	n/a	September	Program Assessment Results	X	X
at debrief meeting			Program Survey Results (if available)	X	X
School District			Missing 10-digit State ID	X	X
sends current and			I-ready or similar benchmark	X	
former students school grades and SBAC results Septemb	September	SBAC Scaled Score (Grades 5-8, 11) for E[M]	X		
each year until			Math Grades for E[M]	X	
graduation			Middle/High School Attending	X	X

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

#### **Confidentiality:**

- A. SVEF agrees to preserve the anonymity of all persons and confidentiality of all data collected. SVEF agrees not to release data to any person or organization not involved in Program evaluation.
- B. SVEF requests to share nameless student data with the following SVEF partner organizations that assist with program support and analysis: WestEd and Hispanic Foundation of Silicon Valley (HFSV). Non-specific student data means student names and other identifying personal information will not be shared with the program results. These partner organizations will not be able to name or identify any specific students.
- C. No individual shall be identifiable in any reports, publications, or other documents created by SVEF from the use of data provided by the School District.

D. SVEF and its contractors shall maintain the confidentiality of all records in accordance with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. These include, but are not limited to, the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

## **SVEF** responsibilities:

SVEF shall:

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

#### **School District responsibilities:**

School District shall:

- A. agree to provide a list of students with California State Identification Number ([CS]ID) and or local student ID numbers for which the data has been requested.
- B. designate a contact person to facilitate communications between School District and SVEF for coordinating the data transfer activities necessary to carry out this MOU;
- C. collaborate with SVEF, as needed, to facilitate the coordination of the data transfer; and
- D. agree to participate in data sharing for the course of the MOU.

#### **Addendum VIII:**

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.

## Mountain View Whisman School District

## **Independent Contractor for Professional Services Agreement**

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _	Fel	bruary 29	("Agree	ement"),
by and between and Mountain View Whisman School ("Contractor"). Contractor and District may be referred	ol District ("Districe ed to herein indivi	t") and <u>Social</u> and idually as a " <b>Party</b> " o	Environmental Entreprender collectively as the "Parties."	eurs (SEE), Inc.
1.Services Check one of the options below				
The District is authorized by Gov. Code § 53060 to of financial, economic, accounting, engineering, legal experienced and competent to perform the special services ("Services" or "Work"). The Contractor was perform the Services.	or administrative services required	matters, if those pe . Contractor shall fu	rsons are specially trained and Irnish to the District the follow	ing
Option 1 - As indicated in Exhibit A – attached This family Math Festival event will engage and	teach students m	Option 2 - Service nath skills and stra	s explained as follows: tegies and build community.	
tt will take place on 3/6/24 in the MUR for all stu	dents TK-5th gra	ade and their famil	ies.	
The event will take place with set up from 3-5pm	and the event fr	om 5-7pm with cle	an up from 7-8pm	
Contractor shall furnish the Services to the District f shall be made in accordance with the Terms and Co sufficiently detailed (e.g., name of school or departs brief description of services provided).  Option 1 – Flat Fee of \$800  Option 2 - Maximum number of hours at an head option 3 – Other, please explain:  3. Contract Dates "Agreement Time"  Services Start Date: 3/6/24  4. Submittal of Documents  Contractor shall not commence the Services under the until Contractor has submitted the following documents	nditions. District ment service was pourly rate of \$	must approve Contribution provided to, period  Tota  Services End Date:  Signed Ag	actor's form of invoice, which of service, number of hours of  I not to exceed \$  3/6/24	must be service,
•		W-9 Forn	1	
5. Classified Service		YES	NO NO	
Education Code Sections 45100-45139/88000-88040 44929/87400-87488 defines certificated service. The mandates such a relationship. Are you currently, or System or California State Teachers Retirement Systems	e IRS predisposes have you ever pa	an employer/empl	oyee relationship when state la	aw .
6. Notice  Any notice under this Agreement shall be deemed to personally delivered (effective upon receipt) or sent next following delivery thereof to the overnight delivery	by overnight deli			
Mountain View Whisman School District	Contractor:	Social and Er	nvironmental Entreprene	eurs
1400 Montecito Ave.	Street	23564 Calabasa		
Mountain View, CA 94043				
	City, Sate, Zip	Calabasas, CA	91302	
Attn: Chief Business Officer	City, Sate, Zip Attn:	Calabasas, CA	91302	

## 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 <u>not</u> listed on California's "Megan's Law" Website (<a href="http://www.meganslaw.ca.gov/">http://www.meganslaw.ca.gov/</a>). 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: JH					
(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 no 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: Danielle Lyons					
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: JH					
(This portion to be filled out by District Representative)					
8. Tuberculosis (TB) Screening Select one option below:  Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.					
Waiver of TB Screening. Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.  District Representative initials here:					

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

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

10. Terms & Conditions	The Contractor has read and agrees to comply with the Terms &	Conditions attached hereto
	Contractor's Initials Here:	JH

#### 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.
- Compliance with Laws. Contractor shall observe 11. 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: JH

## 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).
- 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: Nonprofit Exempt under IRS 501(c)3	
Employer Identification and/or SSN#: 95-4116679	
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)	Ĩ
13. Dept/Site Budget Program	
Please provide full SACS coding $\begin{bmatrix} 010-9552-0-4310-00-1110-1000-000000-008-0302 \end{bmatrix}$	_

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: _	Social and Environmental Entrepreneurs			
Dated: 2-13 2024	Dated:	February 12, 20_24			
Signature: Alunth Lyons  Print Name: Danielle, Lyons	Signature:				
Print Name: Danielle, Lyons	Print Name: Jenni	ifer Hoffman			
Print Title: Principal	Print Title: CEO				
API	APPROVAL				
Authorized Signer	Superintendent/Designee				
Dated:, 20	Dated:				
Signature:	Signature:				
Print Name:	Print Name:				
Print Title:					
	Print Title:				

## Mountain View Whisman School District

## **Independent Contractor for Professional Services Agreement**

(Non-Construction Related)

THIS AGREEMENT is made and entered into on	February			_, 20_ 2024	
by and between and Mountain View Whisman School	ol District ("District	:") and	Young Au	diences of N	orthern CA
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 Volume Audiences of Northern CA will provide two 45 minute in-person musical performances to all students (K-5) on March 1st, 2024 (12:50pm and again at 1:45pm) with musical a cappella group SoVoSo. All students will be supervised by MVWSD credentialed employees at all times.  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 \$ 2220 Option 2 - Maximum number of hours at an hourly rate of \$ Total not to exceed \$ Option 3 - Other, please explain:					
3. Contract Dates "Agreement Time"  Services Start Date: March 1st, 2024	Se	rvices	End Date:	March 1st, 2024	
		VICES	- Lind Date.		
4. Submittal of Documents			Cianad Aar	amant	
Contractor shall not commence the Services under until Contractor has submitted the following docum		<b>∀</b>	Signed Agre Insurance O W-9 Form	Gertificates & End	dorsements
5. Classified Service	1	YE	S	✓ NO	
Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?					
6. Notice  Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).					
Mountain View Whisman School District	Contractor:	Young	g Audiences of	Northern CA	
1400 Montecito Ave.	Street		st St, Ste 511		
Mountain View, CA 94043	City, Sate, Zip	San F	rancisco, CA 9	4014	
Attn: Chief Business Officer	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 <u>not</u> listed on California's "Megan's Law" Website (<a href="http://www.meganslaw.ca.gov/">http://www.meganslaw.ca.gov/</a>). 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 contilion that Contractor is a line of the first tractor in the first tractor is a line of the first tractor in the first tractor is a line of the first tractor in the first tractor in the first tractor is a line of the first tractor in the first	Control Construence		
1. Contact with Students: Contractor certifies that Contractor has complied with the fingerprinting and crinvestigation requirements of Education Code section 45125.1 and that the California Department of Justice that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' emp (collectively "Employees") regardless of whether those Employees are paid or unpaid, concurrently employe or acting as independent contractors of the Contractor, who may interact with District pupils outside the imma supervision and control of the pupil's parent or guardian or a District employee in the course of providing set to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122. shall immediately provide the District any subsequent arrest and conviction information it receives from the Department of Justice for those Employees during the course of providing services pursuant to this Agreeme and accurate list of all Employees who may interact with District pupils during the course and scope of this Agattached hereto.	has determined loyees or agents d by the District, nediate vices pursuant 1. Contractor California nt. A complete		
2. No Contact: Neither Contractor nor Contractor's Employees will have any interaction with District pupils of supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and investigation requirements of Education Code section 45125.1 do not apply to Contractor for the service Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to behalf of the District.	d criminal background s provided under this		
3. Emergency /Exceptional Situation: Agreement is provided in an emergency or exceptional situation, shealth or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no intequalist outside the immediate supervision and control of the pupil's parent or guardian or a District employee providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I a facts herein certified, and am authorized to execute this certificate on behalf of the District.	that may interact eract with District e in the course of		
4. Sole Proprietor: Contractor is a sole proprietor and in compliance with Education Code section 45125.1 District confirmed with the California Department of Justice that Contractor has not been convicted of a felo defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on the contraction of the contracti	ny, as that term is . (a). As an authorized		
District Representative Name & Initials: Pieter Dolmans	PD		
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)			
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Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those District upon the District's request.	e clearance(s) to		
Waiver of TB Screening. Contractor is not required to provide evidence of TB Clearance because Contra not work directly with students on more than an occasional basis.	actor will		
District Representative initials here: PD			

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
<b>Professional Liability (E&amp;O)</b> , 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.
- Compliance with Laws. Contractor shall observe 11. 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.
- 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:

## KC

## 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;

- 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.

- Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).
- 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#: 94-1553479
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)
12 Dont/Site Budget December
13. Dept/Site Budget Program
Please provide full SACS coding 010913005830001110100000000050130
010310003000011101000000000000000000000

**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  Mountain View Whisman School District  2/8/24	Contractor: YANC Young Audiences of Neithern Cal Contractor Name: Weissenstein Weissenstein Weissenstein Dated: 2/5/2+7 ,2024  Signature: Print Name: Kirch Caminos  Print Title: Program Manager
Authorized Signer  Dated:	PROVAL  Superintendent/Designee  Dated:, 20  Signature:  Print Name:  Print Title:

For Contract:

Review

Ratification

Board of Trustees Meeting Date:

#### Mountain View Whisman School District

## Agenda Item for Board Meeting of 2/29/2024

**Agenda Category:** CONSENT AGENDA

Agenda Item Title: Transportation Plan For State Funding

**Estimated Time:** 

## **Person Responsible:**

Rebecca Westover, Ed.D., Chief Business Officer

#### **Background:**

As a condition of receiving apportionments under Section 41850.1, a local educational agency shall develop a plan describing the transportation services it will offer to its pupils. The plan must be adopted by the Governing Board by April 1 to receive reimbursement for services provided. The template attached was developed by the County office and spans three years.

## **Fiscal Implication:**

Approximately \$405,498 in additional revenue.

#### **Recommended Action:**

It is recommended that the Board of Trustees approve the plan, as presented.

## **ATTACHMENTS:**

Description	Type	Upload Date
Transportation Plan	Backup Material	2/8/2024

# Mountain View Whisman School District Transportation Plan 2024-25

#### **Transportation Services:**

1. The Governing Board desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance and reduce tardiness. The extent to which the district provides for transportation services shall depend upon student and community needs and a continuing assessment of financial resources. The Superintendent or designee shall design transportation routes and stops to promote the safety of students and maximum efficiency in the use of buses.

Students shall be eligible for transportation service to and from school if the distance between their school-established bus stop and the school is beyond the minimum listed below:

For elementary school students: Grades K-5: one mile

The Superintendent or designee may authorize transportation within walking distance when safety problems or hazards exist.

StudentNo charge shall be made for any transportation of students whose individualized education program requires transportation or whose parents/guardians are determined indigent pursuant to administrative regulations.s who attend a school outside their attendance area may be eligible for transportation services in accordance with Board policy.

Students who attend a school outside their attendance area may be eligible for transportation services in accordance with Board policy.

Based on board direction, staff will continue to explore the feasibility of providing transportation to choice programs.

- 2. The district shall provide home-to-school transportation and additional transportation services as needed for students with disabilities as specified in their individualized education program, Section 504 plan, and eligible homeless youth. The Superintendent or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.
- 3. No charge shall be made for any transportation of students whose individualized education program require transportation or whose parents/guardians are determined indigent pursuant to administrative regulations.

TRANSPORTATION REIMBURSEMENT BUDGET 2024-25	TRANSPORTATION	REIMBURSEMENT BU	IDGFT 2024-25
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Revenue Calculation	
Total 2024-25 Transportation Expenses (Function 3600)	1,580,416.99
Less Capital Outlay (object 6XXX, Function 3600)	
Less Nonagency Expenditures (Goal 7110,7150, Function 3600)	
Estimated 60% Reimbursement	948,250.19
Less 2024-25 Transportation add-on (from LCFF Calculator)	542,752.00
	105 100 10
Total Revenue (Object 8590, Resource 0000)	405,498.19
Resource Code 3600 Expenditures and Other Financing Uses	
2000-2999 - Classified Salaries	612,093.04
3000-3999 - Employee Benefits	305,434.43
4000-4999 - Books and Supplies	71,799.52
5000-5999 - Services and other Operating Expenditures	591,090.00
6000-6999 - Capital Outlay	-
7000-7999 - Other Outgo	-
Total Expenditures	1,580,416.99

## **Board Approval Date:**

The Transportation plan and revenue calculations were developed in accordance with Education Code Sections 39800.1 and 41850.1.

**BALANCE** (Total Available minus Total Expenditures and Other Financing Uses)

(1,174,918.79)

# Mountain View Whisman School District Transportation Plan 2025-26

#### **Transportation Services:**

1. The Governing Board desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance and reduce tardiness. The extent to which the district provides for transportation services shall depend upon student and community needs and a continuing assessment of financial resources. The Superintendent or designee shall design transportation routes and stops to promote the safety of students and maximum efficiency in the use of buses.

Students shall be eligible for transportation service to and from school if the distance between their school-established bus stop and the school is beyond the minimum listed below:

For elementary school students: Grades K-5: one mile

The Superintendent or designee may authorize transportation within walking distance when safety problems or hazards exist.

StudentNo charge shall be made for any transportation of students whose individualized education program requires transportation or whose parents/guardians are determined indigent pursuant to administrative regulations.s who attend a school outside their attendance area may be eligible for transportation services in accordance with Board policy.

Students who attend a school outside their attendance area may be eligible for transportation services in accordance with Board policy.

Based on board direction, staff will continue to explore the feasibility of providing transportation to choice programs.

- 2. The district shall provide home-to-school transportation and additional transportation services as needed for students with disabilities as specified in their individualized education program, Section 504 plan, and eligible homeless youth. The Superintendent or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.
- 3. No charge shall be made for any transportation of students whose individualized education program require transportation or whose parents/guardians are determined indigent pursuant to administrative regulations.

#### TRANSPORTATION REIMBURSEMENT BUDGET 2025-26

TRANSPORTATION REINIBURSEMENT BUDGET 2025-20	
Revenue Calculation	
Total 2025-26 Transportation Expenses (Function 3600)	1,631,811.87
Less Capital Outlay (object 6XXX, Function 3600)	-
Less Nonagency Expenditures (Goal 7110,7150, Function 3600)	-
Estimated 60% Reimbursement	979,087.12
Less 2025-26 Transportation add-on (from LCFF Calculator)	560,609.00
Total Revenue (Object 8590, Resource 0000)	418,478.12
Resource Code 3600 Expenditures and Other Financing Uses	
2000-2999 - Classified Salaries	636,576.76
3000-3999 - Employee Benefits	317,651.80
4000-4999 - Books and Supplies	74,671.50
5000-5999 - Services and other Operating Expenditures	602,911.80
6000-6999 - Capital Outlay	-
7000-7999 - Other Outgo	-
Total Expenditures	1,631,811.87

## **Board Approval Date:**

The Transportation plan and revenue calculations were developed in accordance with Education Code Sections 39800.1 and 41850.1.

**BALANCE (Total Available minus Total Expenditures and Other Financing Uses)** 

(1,213,333.75)

# Mountain View Whisman School District Transportation Plan 2026-27

#### **Transportation Services:**

1. The Governing Board desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance and reduce tardiness. The extent to which the district provides for transportation services shall depend upon student and community needs and a continuing assessment of financial resources. The Superintendent or designee shall design transportation routes and stops to promote the safety of students and maximum efficiency in the use of buses.

Students shall be eligible for transportation service to and from school if the distance between their school-established bus stop and the school is beyond the minimum listed below:

For elementary school students: Grades K-5: one mile

The Superintendent or designee may authorize transportation within walking distance when safety problems or hazards exist.

StudentNo charge shall be made for any transportation of students whose individualized education program requires transportation or whose parents/guardians are determined indigent pursuant to administrative regulations.s who attend a school outside their attendance area may be eligible for transportation services in accordance with Board policy.

Students who attend a school outside their attendance area may be eligible for transportation services in accordance with Board policy.

Based on board direction, staff will continue to explore the feasibility of providing transportation to choice programs.

- 2. The district shall provide home-to-school transportation and additional transportation services as needed for students with disabilities as specified in their individualized education program, Section 504 plan, and eligible homeless youth. The Superintendent or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.
- 3. No charge shall be made for any transportation of students whose individualized education program require transportation or whose parents/guardians are determined indigent pursuant to administrative regulations.

## TRANSPORTATION REIMBURSEMENT BUDGET 2026-27

Revenue Calculation	
Total 2026-27 Transportation Expenses (Function 3600)	1,685,357.13
Less Capital Outlay (object 6XXX, Function 3600)	-
Less Nonagency Expenditures (Goal 7110,7150, Function 3600)	-
Estimated 60% Reimbursement	1,011,214.28
Less 2026-27 Transportation add-on (from LCFF Calculator)	578,492.00
Total Revenue (Object 8590, Resource 0000)	432,722.28
Describe Code 2600 Expenditures and Other Financing Uses	
Resource Code 3600 Expenditures and Other Financing Uses	
2000-2999 - Classified Salaries	662,039.83
3000-3999 - Employee Benefits	330,688.90
4000-4999 - Books and Supplies	77,658.36
5000-5999 - Services and other Operating Expenditures	614,970.04
6000-6999 - Capital Outlay	-
7000-7999 - Other Outgo	-
Total Expenditures	1,685,357.13_

## **Board Approval Date:**

The Transportation plan and revenue calculations were developed in accordance with Education Code Sections 39800.1 and 41850.1.

**BALANCE (Total Available minus Total Expenditures and Other Financing Uses)** 

(1,252,634.85)

## Mountain View Whisman School District

## Agenda Item for Board Meeting of 2/29/2024

**Agenda Category:** CONSENT AGENDA

Agenda Item Title: Measure G and T Bond Oversight Committee Member Addition 2023-2024

**Estimated Time:** 

## **Person Responsible:**

Rebecca Westover, Ed.D., Chief Business Officer

#### **Background:**

In accordance with Proposition 39 and the Bond Oversight Committee Bylaws, the Measure G and T Bond Oversight Committee is required to have an oversight committee. Staff advertised for new members in school newsletters and the Superintendent's newsletter.

One member of the public submitted an application for the Bond Oversight Committee (BOC):

1. Dr. Jon Stewart

## **Fiscal Implication:**

None.

#### **Recommended Action:**

It is recommended that the Board of Trustees approve the application for the Bond Oversight Committee application of Dr. Jon Stewart, as presented.

## **ATTACHMENTS:**

Description	Type	Upload Date
Bond Oversight Committee Member Application- Dr. Jon Stewart	Backup Material	2/22/2024



# MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT APPLICATION FOR THE BOND OVERSIGHT COMMITTEE

The Board of Trustees of the Mountain View Whisman School District is seeking qualified, interested individuals to serve on the Bond Oversight Committee (BOC) for the implementation of the District's Measure T and G school facilities bond program.

### **Proposition 39 Bond Election**

In March 2020, voters residing within the Mountain View Whisman School District passed Measure T. Measure T is a \$259 million bond measure that authorizes funding for needed repairs, upgrades, and new construction projects to the District's schools. Proposition 39 required a 55% supermajority for approval; Measure T was passed with the approval of 69.50% of the voters.

### Establishment of a Bond Oversight Committee

After a bond authorized under Proposition 39 is passed, state law requires that the Mountain View Whisman School District Board of Trustees appoint a Bond Oversight Committee to work with the District.

### Committee Responsibilities and Membership

In accordance with Education Code Section 15278(b), the Bond Oversight Committee shall:

- Inform the public concerning the District's expenditure of Measure G and T bond proceeds;
- Review expenditure reports produced by the District to ensure that Measure G and T bond proceeds were expended only for the purposes set forth in Measure G and T; and
- Present to the Board of Trustees in public session, an annual written report outlining their activities and conclusions regarding the expenditure of Measure G and T bond proceeds.

The Bylaws which govern the Bond Oversight Committee are attached to this Application.

Currently, the District is seeking members to fill the positions of a member at large, parent active in a parent organization, parent, business owner, and senior citizen.

### Committee Members and Term

A committee member's appointment is made by the Board of Trustees. Selected BOC member(s) should plan to serve a term up to two years.

#### Would You be Interested in Serving?

If you wish to serve on this important committee, please review the committee bylaws for more information about the committee's role and responsibilities and complete the attached application. Applications can be emailed to <a href="mailto:rwestover@mvwsd.org">rwestover@mvwsd.org</a> or mailed to Mountain View Whisman School District, Attn: Dr. Rebecca Westover, 1400 Montecito Ave., Mountain View, CA 94043 or faxed to 650-964-8907. If you have any questions, please call Dr. Rebecca Westover at 650-526-3531. Applications will be provided to the Board of Trustees and become a public record. All personal information will be redacted.

# MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT APPLICATION FOR THE BOND OVERSIGHT COMMITTEE

Name: Dr. Jon Stewart  Address:
Why do you want to serve on the Measure G Bond Oversight Committee?    am an educator and community number interested in  Ensuring equitable use of funds to support all students.    am committed to the district's continued growth through these  projects. Madern, well-functioning facilities are imperative to  both staff and students to offer premier learning experiences  across all district sites.  Do you have any special area of expertise or experience that you think would be helpful to the committee?    have twelve years of experience in education would be as a math teacher, department chair, and program director.  I am dedicated to equitable distributions of resources to  Support all shourts.   have managed biggeting at different learning.
Why do you want to serve on the Measure G Bond Oversight Committee?    am an educator and community number interested in ensuring equitable use of fends to support all students.   am committed to the district's continued growth through these projects. Modern, well-functioning facilities are imperative to both staff and students to offer premier learning experiences across all district sites.  Do you have any special area of expertise or experience that you think would be helpful to the committee?    have twelve years of experience in education would as a math teacher, department chair, and program director.  I am dedicated to equitable distributions of resources to support all students.   have managed budgeting at different learning.
Why do you want to serve on the Measure G Bond Oversight Committee?    am an educator and community number interested in consuming equitable use of famels to support all students.   am committed to the district's continued growth through these projects. Modern, well-functioning facilities are imperative to both staff and students to offer premier learning experiences across all district sites.  Do you have any special area of expertise or experience that you think would be helpful to the committee?  I have twelve years of experience in education, wor as a math teacher, department chair and program director.  I am dedicated to equitable clish butions of resources to support all shourts. I have managed buggeting at different leur
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I am dedicated to equitable clistabilitions of resources to support all students. I have managed buggeting at different leve
support all students. I have managed buggeting at different leve
John Stranger Light The Stranger Light Stranger Lig
advised on district electisions and policies and have a backgrow
in data management. I hold a doctorate from Vanderbill
University focusing on Organizational Cearning and believe the SKIIIS would support my work on the committee.
If you have served on other school district, city or community committees please list and briefly describe your role:  As an employee of other districts, I have served
Committees. In each of these roles, I served as an adviso or voting member, providing insights based on my experiences and expertise.

I would be able to represent the following constituencies in the District (check all apply):	that	
Business Representative - Active in a business organization representing loca  Organization:	busines	S
Senior Citizen Group Representative - Active member in a senior citizens' org  Organization:		
Taxpayer Organization Member - Active in a bona fide taxpayers' association.  Organization:		
X Parent or Guardian of Child Enrolled in District.		
Child's Name and School: Child's Name and School:		
X At-Large Community Member – Resident of the Mountain View Whisman Scho	ool Distric	t.
SSC.		
	YES	NO
1. Are you an employee of the District?*		X
2. Are you a vendor, contractor, or consultant to the school district?* 3. Do you have conflicts that would preclude your attending quarterly meetings?		X
4. Do you know of any reason, such as a potential conflict of interest, which would		X
adversely affect your ability to serve on the Bond Oversight Committee?*		X
5. Will you refuse to comply with the ethics code included in the bylaws?		X
*Employees, vendors, contractors, and consultants of the Mountain View Whisman School District are prohibited by law Bond Oversight Committee. Employment which could result in becoming a contractor or subcontractor to the district would conflict.)	from being n	nembers of potential
Signature of Applicant All answers and statements in this document are true and complete to the best of my kn	owledge	
SignatureDateDate	2024	-
completed applications can be mailed to:		
Mountain View Whisman School District		
Attn: Dr. Rebecca Westover, Chief Business Officer		
1400 Montecito Ave., Mountain View, CA 94043 or faxed to 650-964-8907		

If you have any questions, please call Dr. Rebecca Westover at 650-526-3500.

It is the policy of the Mountain View Whisman School District not to unlawfully discriminate on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, color, religion, marital status, age or mental or physical disability in the educational programs or activities which it operates.

### Mountain View Whisman School District

### Agenda Item for Board Meeting of 2/29/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: 24-Hour Access to Instructional Materials Update

**Estimated Time:** 

### **Person Responsible:**

Swati Dagar

Director-Curriculum, Instruction, and Assessment

### **Background:**

Staff is sharing an update for the Board of Trustees on the work that has been done so far to provide families 24-Hour access to instructional materials. Our work in this areas is aligned with our Strategic Plan 2027 Goal Area #5.b - Strengthen infrastructure for flexible learning environments and Strategic Initiative 5.b.1 - Create a webpage that holds resources that parents access 24 -hours a day and during the summer to help their child with academics.

### **Fiscal Implication:**

### **Recommended Action:**

### **ATTACHMENTS:**

Description Type Upload Date
24-Hour Access to Instructional Materials Update Backup Material 2/22/2024

### Mountain View Whisman School District

### Agenda Item for Board Meeting of February 29, 2024

Agenda Category: Consent Agenda

**Agenda Item Title:** 24 - hour Access to Instructional Resources

Person Responsible: Swati Dagar

Director- Curriculum, Instruction, and Assessment

### **Background:**

This report is intended to provide the Board of Trustees with an update on the work that has been done to provide families 24 hour online access to instructional resources. MVWSD's work with providing families with 24 hour online access to instructional resources is aligned with Strategic Plan 2027 Goal Area #5.b - Strengthen infrastructure for flexible learning environments and Strategic Initiative 5.b.1 - Create a webpage that holds resources that parents access 24 -hours a day and during the summer to help their child with academics. During the pandemic, the district wanted to find a way to continue providing access to students and parents through virtual platforms. This was specifically intended for families who had chosen to not send their students back to school in-person. Over time, the Strategic Plan implementation has morphed into providing families 24 hour access to instructional resources and at-home support when students need help or families need additional resources to support their children. Our instructional and technology teams have been working at the back end to make our Strategic Plan initiative a reality.

### **Current Work**

Prior to the fall of 2023

Staff met internally to identify curriculum that was available to parents and students. Staff created a table broken down by grade level as well as information on how to access the instructional resources and suggested time to spend (link).

Winter of 2023: Work with Instructional Coaching Team

After discussing the vision of 24 hour access with the Superintendent and Public Information Officer, the Director of Technology and the Director of Curriculum, Instruction, and Assessment established an initial Pilot Team of three-four Instructional Coaches to brainstorm ideas and develop an initial action plan for implementation. The Pilot Team then established an initial mock-up of the access website and after receiving the first round of feedback on the mock-up, the Pilot Team shared the vision and initial draft with all the Instructional Coaches (elementary

and middle school) to gather input, ideas, and establish how the coaching team will be supporting the development of the 24-hour access website. Currently, Instructional Coaches across various school sites and grade levels are reviewing and curating a list of resources by grade level and content area that will be included as a part of the 24-hour access MVWSD website.

### Organization of the 24-hour access resources:

The 24-hour access is organized by Trimester modules/units within the trimester so families can find resources and lesson videos with ease. See below for some of the resources that will be available.

### Eureka Math - Grade 1

Trimester 1:			
Module 1	Parent tip sheet	Skill (Standard)	Video
Sums and Differences to			
10	Mod. 1 Parent Tip Sheet	Number Bonds (OA.1.8)	Number Bond Video
	Topic A - Lessons 1-3	Counting on to find unkown (OA.1.5)	Counting on to find unkown
	Topic B - Lessons 4-8	Counting On to Add (OA.1.5)	Counting on to add
	Topic C- Lesson 9-13	Equal Sign (OA.1.7)	Equal Sign Video
	Topic D - Lesson 14-16	Solving Word Problems (OA.1.1)	Word Problem Video

Aligned with our Strategic Plan timeline, the team has a planned launch of the 24-hour access resources website in Fall 2024.

### **Next Steps**

Supporting families with access to instructional resources at home is essential to student success and in alignment with our Strategic Plan, the instructional and technology team are continuing to work on curating the resources and developing a website to be available to families. The projected timeline for the initial roll-out on the district website is Fall of 2024. Additionally, the Technology Team will work on ensuring continued and uninterrupted access is available to families and support families with any tech related queries they may have.

### Mountain View Whisman School District

### Agenda Item for Board Meeting of 2/29/2024

**Agenda Category:** CONSENT AGENDA

Agenda Item Title: Literacy Instruction and Dyslexia Support Plan Update

**Estimated Time:** 

### **Person Responsible:**

Swati Dagar

Director - Curriculum, Instruction, and Assessment

Acantha Ellard

**Educational Services Coordinator** 

### **Background:**

Staff is sharing an update for the Board of Trustees on the Literacy Instruction and Dyslexia Support Plan. This report is a follow-up to the previous presentation in September 2023 and is intended to provide an update on previously identified actions and universal screening data to support student literacy.

### **Fiscal Implication:**

### **Recommended Action:**

### **ATTACHMENTS:**

Description	Type	Upload Date
Literacy and Dyslexia Support Plan Update - Report	Backup Material	2/22/2024

#### Mountain View Whisman School District

### Agenda Item for Board Meeting of February 29, 2024

Agenda Category: Consent Agenda

Agenda Item Title: Literacy Instruction & Dyslexia Support Plan Update

Person Responsible: Swati Dagar, Director of Curriculum, Instruction, and Assessment

Acantha Ellard, Multi-Tiered Systems of Support (MTSS) Coordinator

### **Background**

This report is a follow-up to the previous presentation in September 2023 and is intended to provide an update on previously identified actions and universal screening data to support student literacy.

The California Department of Education has launched the student reading initiative with the goal of by 2026, every child will learn to read by the third grade. The purpose of the state literacy plan is to align and integrate state literacy initiatives, content standards, and state guidance documents to support teachers.

*Vision of MVWSD's Literacy Plan to support all students:* The goal of the district's literacy plan is to have all MVWSD students reading by the 3rd grade, in alignment with the state of California's literacy initiative.

To that end, the following actions will support this goal over the next several years:

- Adopt an English Language Arts curriculum based on Science of Reading
- Provide Science of Reading training for all elementary teachers, including continued opportunities for new teachers
- Identify, purchase, and implement structured reading intervention programs and/or materials
- Implement the California Dyslexia Guidelines recommendations

#### **Data Summary & Analysis**

We started our data review by reviewing how student data has changed since the previous Board update in September 2023.

The following table shows student demographics across schools for Kindergarten through Grade 3. This data table represents all students who took i-Ready Diagnostic 2 in December 2023.

Demographic Data (K-3) - Students that took i-Ready Diagnostic 2 - December 2023:

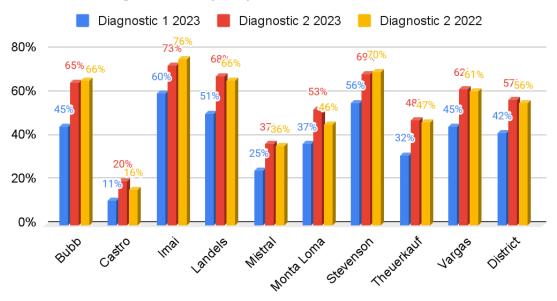
zemograpine z	ELs	EOs	RFEPs	SED	Asian	Hispanic/ Latino	White
Bubb	40	123	6	43	66	46	51
Castro	108	25	2	114	7	124	8
Imai	43	102	21	29	106	36	52
Landels	51	136	17	48	81	66	69
Mistral	138	73	10	139	9	194	25
Monta Loma	39	72	8	45	11	67	35
Stevenson	46	148	24	26	109	33	74
Theuerkauf	61	88	15	81	26	92	39
Vargas	73	108	24	60	73	78	52
District	599	875	127	585	488	736	405

### i-Ready Data Summary

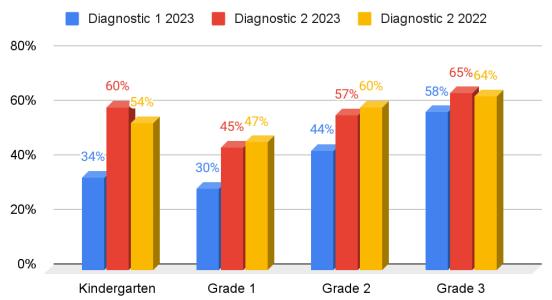
Kindergarten-3rd Grade

The following charts display results from the i-Ready Diagnostic assessment administration for reading overall and by i-Ready Reading domains for major student groups in grades Kindergarten, 1st, 2nd, and 3rd. The charts compare data from the beginning of the school year Diagnostic 1 administered in Fall 2023, from Diagnostic 2 administered in Winter 2023, and from Diagnostic 2 administered last school year in Winter 2022.

# Overall Reading Proficiency - By School



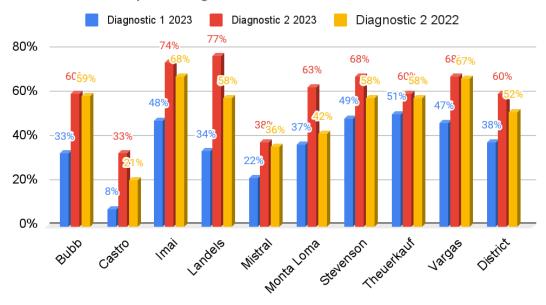




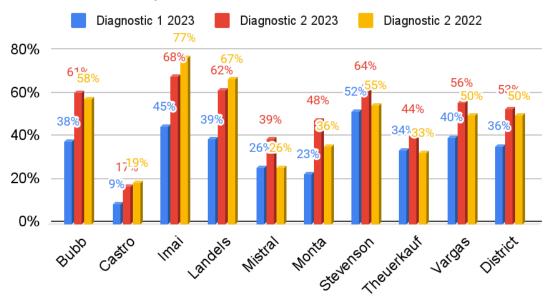
The overall Reading proficiency data shows that most schools across the district have similar or higher overall Reading proficiency for students in Grades K-3rd compared to last year at this time. In comparing Diagnostic 2 this year with last year's data, we see 1st and 2nd graders are slightly below in their proficiency levels.

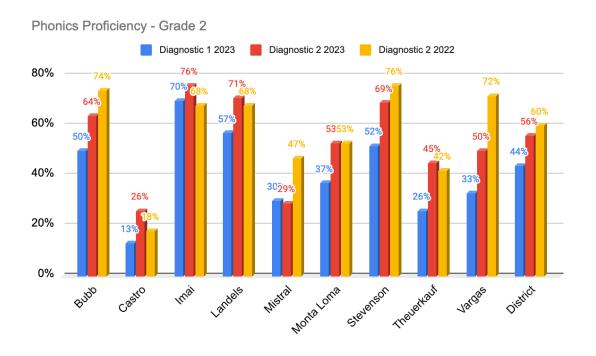
The following sets of graphs display the results of i-Ready Diagnostic assessment in the Phonics domain by grade level and by student group.

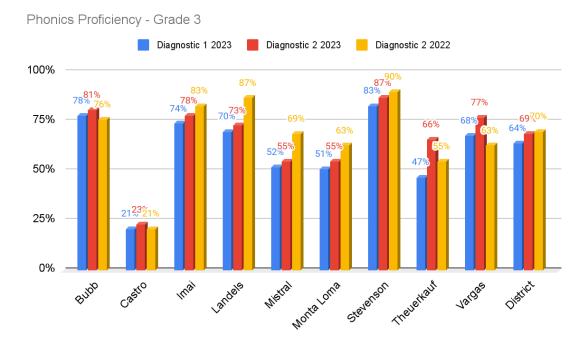
### Phonics Proficiency - Kindergarten



# Phonics Proficiency - Grade 1



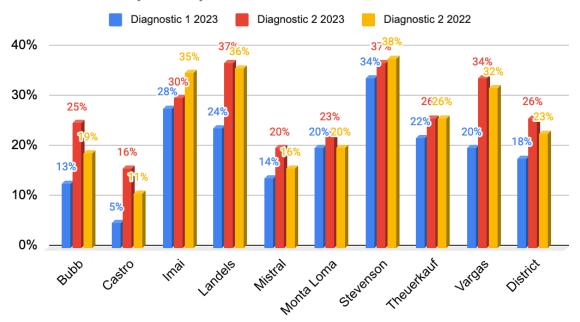




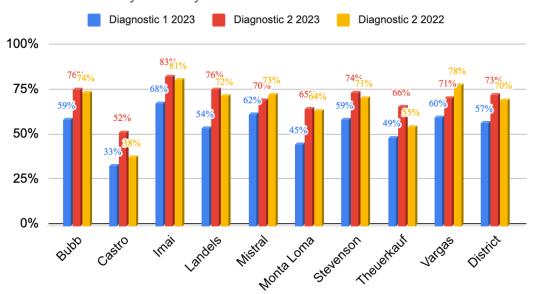
Phonics domain level students data shows that more Kindergartners were proficient on Diagnostic 2 this year as compared to last year at this time. More 1st graders at Imai, Castro, and Landels were proficient last year in comparison to this year. Similarly, more 2nd graders were proficient overall in Phonics last year as compared to Diagnostic 2 this year. 2nd graders at Mistral were 18 percentage points higher last year and at Vargas, 2nd graders were 22 percentage points higher last year as compared to Diagnostic 2

this year. Similar to 2nd grade, 3rd graders at six school sites had higher proficiency in phonics last year in comparison to Diagnostic 2 this year.

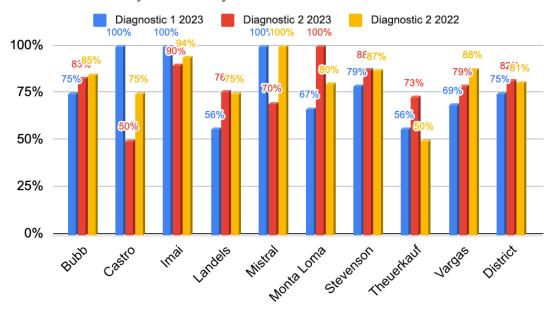
### Phonics Proficiency - ELs By School



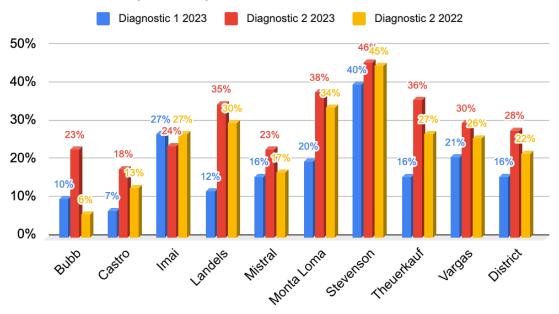
### Phonics Proficiency - EOs By School



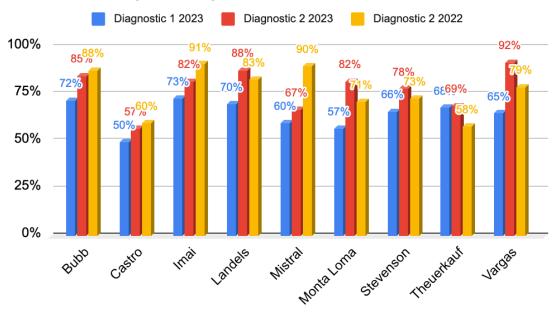
# Phonics Proficiency - RFEPs By School



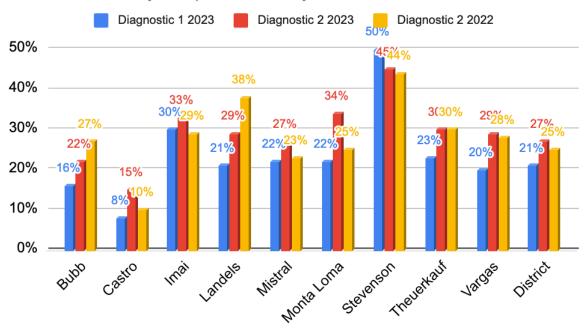
# Phonics Proficiency - SED By School



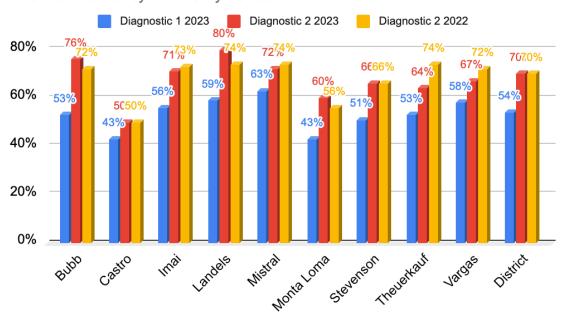
### Phonics Proficiency - Asian By School



# Phonics Proficiency - Hispanic/Latino By School



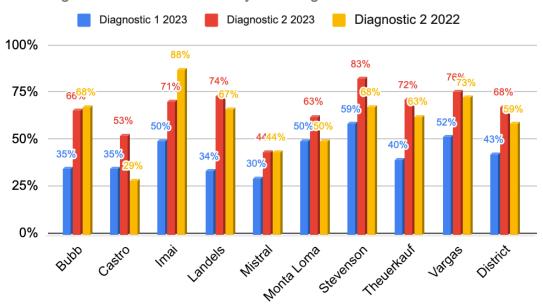
### Phonics Proficiency - White By School



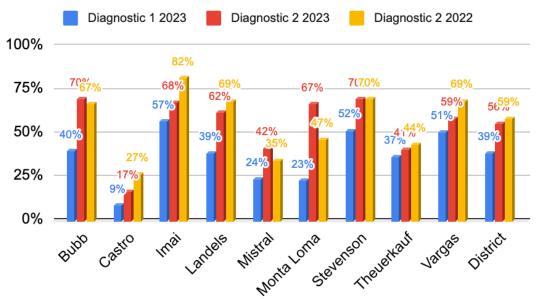
Overall, more English Learners (ELs) were proficient in Phonics this year in comparison to Diagnostic 2 this year except at Imai and at Stevenson. We also see a decline in Phonics proficiency for RFEPs (Reclassified Fluent English Proficient) students at Landels, Imai, Mistral from the beginning of this school year (Diagnostic 1 to Diagnostic 2). We keep in consideration that since the beginning of the year, more students have been reclassified and are now a part of the RFEP student group. Similarly, more Socio-economically Disadvantaged (SED) students were proficient in Phonics this year in comparison to Diagnostic 2 this year except at Imai. More Hispanic/ Latino students in K-3 were proficient in Phonics across schools this school year except at Bubb and Landels.

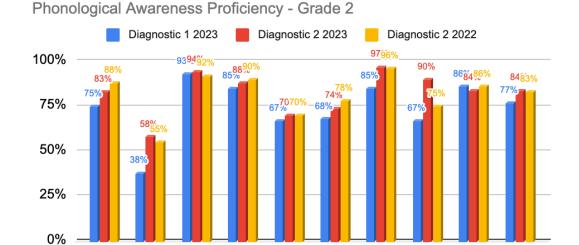
The following sets of graphs display the results of i-Ready Diagnostic assessment in the Phonological Awareness domain by grade level and by student group.

### Phonological Awareness Proficiency - Kindergarten



# Phonological Awareness Proficiency - Grade 1



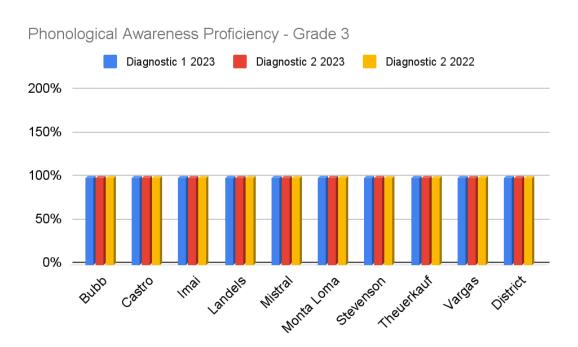


Landels

Castro

Bubb

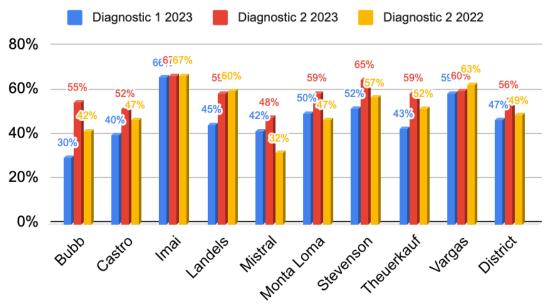
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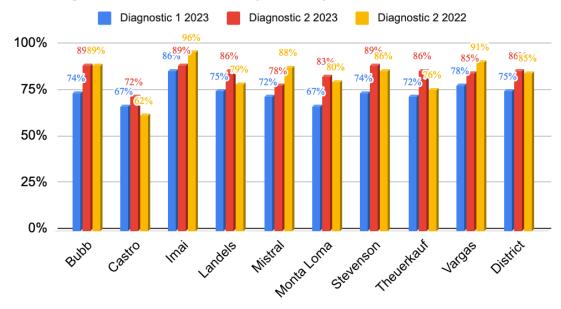
Phonological Awareness domain level students data shows that more Kindergartners and 1st graders were proficient on Diagnostic 2 this year as compared to last year at this time across schools except Kindergartners at Imai and 1st graders at Imai and Landels. Kindergartners at Castro were 24 percentage points higher than Diagnostic 2 last year. When looking at Grade 3 Phonological Awareness data, it is important to note that students in this grade level may not always see questions in the Phonological

Awareness domain as they may have 'tested out' of the domain.

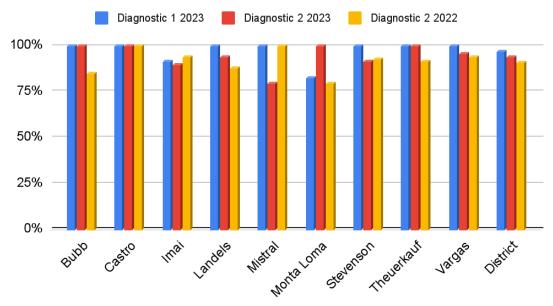
# Phonological Awareness Proficiency - ELs By School



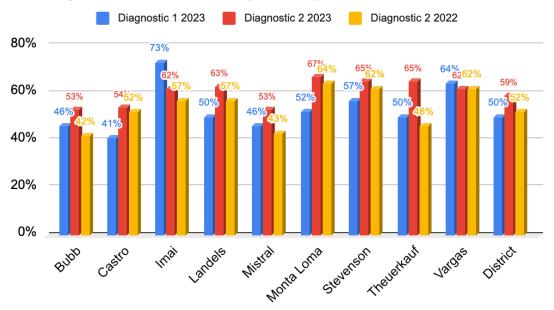
# Phonological Awareness Proficiency - EOs By School



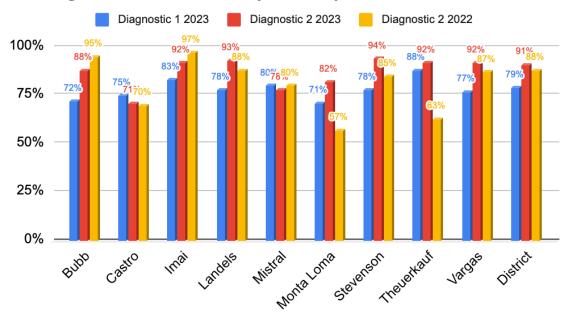
### Phonological Awareness Proficiency - RFEPs By School



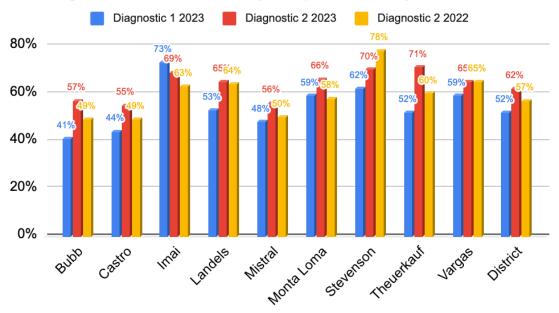
# Phonological Awareness Proficiency - SED By School



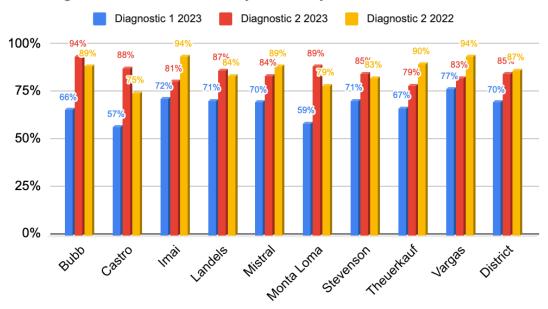
# Phonological Awareness Proficiency - Asian By School



# Phonological Awareness Proficiency - Hispanic/Latino By School



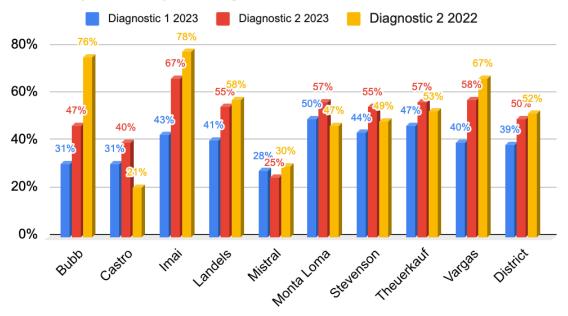




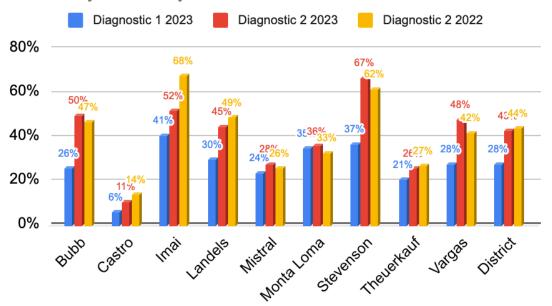
Student data shows that more ELs (English Learners) were proficient in Phonological Awareness than in Phonics on Diagnostic 2 this year. We see a decline in RFEP student group proficiency from the beginning of the school year at Imnai, Landels, Mistral, Stevenson, Theuerkauf, Vargas, and overall as a district. More SED (Socio-Economically Disadvantaged) students were proficient in Phonological Awareness across all schools on Diagnostic 2 this year in comparison to last year.

The following sets of graphs display the results of i-Ready Diagnostic assessment in the Vocabulary domain by grade level and by student group.

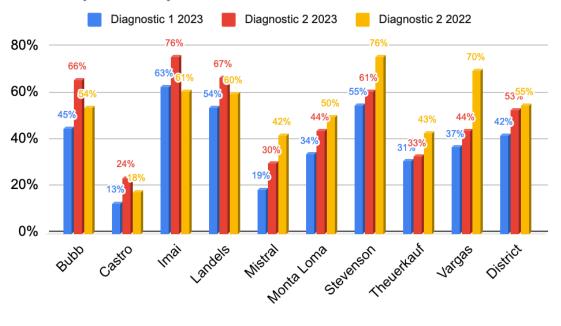
### Vocabulary Proficiency - Kindergarten



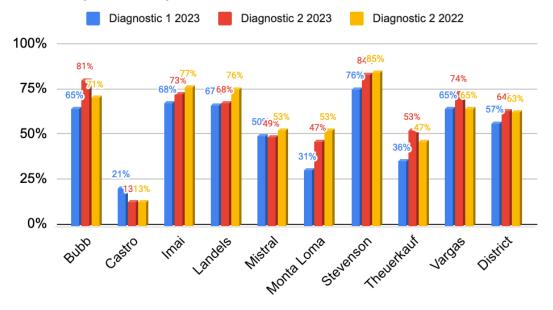
# Vocabulary Proficiency - Grade 1



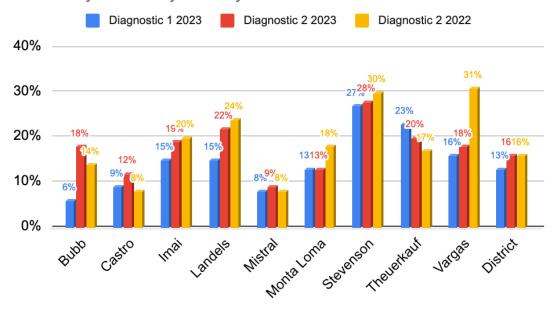
# Vocabulary Proficiency - Grade 2



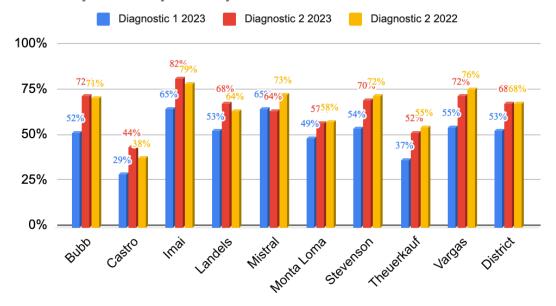
# Vocabulary Proficiency - Grade 3



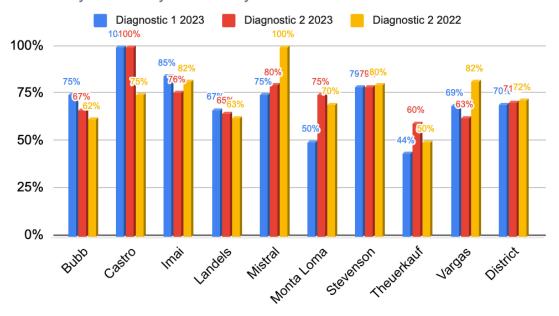
# Vocabulary Proficiency - ELs By School



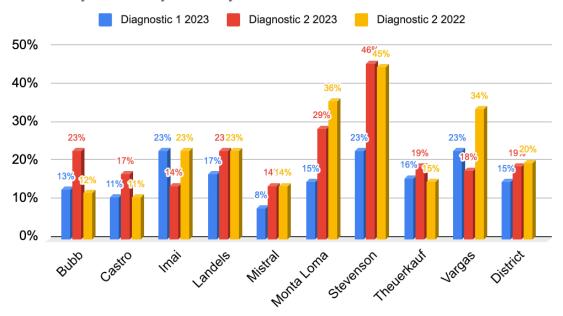
# Vocabulary Proficiency - EOs By School



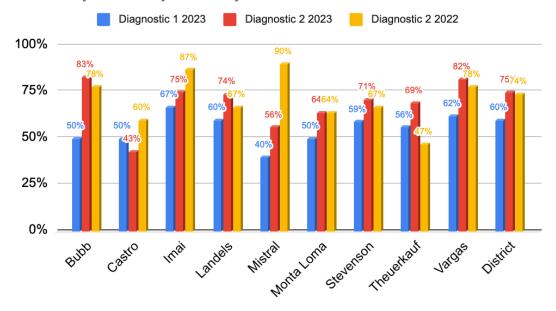
# Vocabulary Proficiency - RFEPs By School



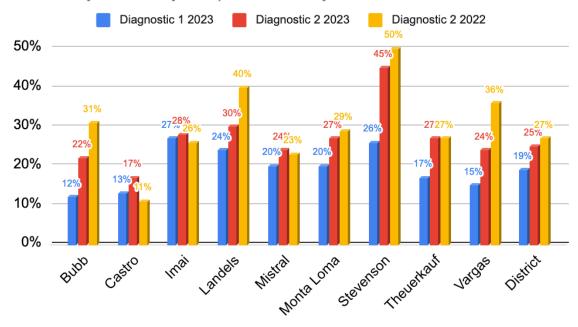
# Vocabulary Proficiency - SED By School

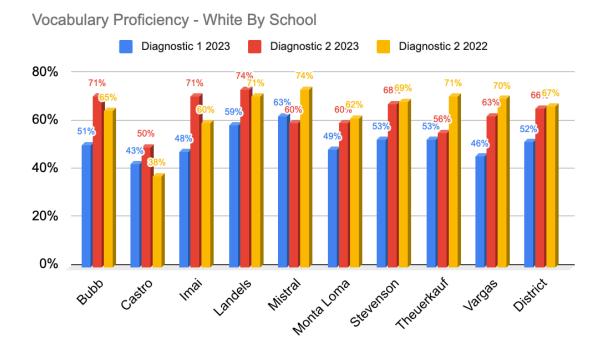


# Vocabulary Proficiency - Asian By School



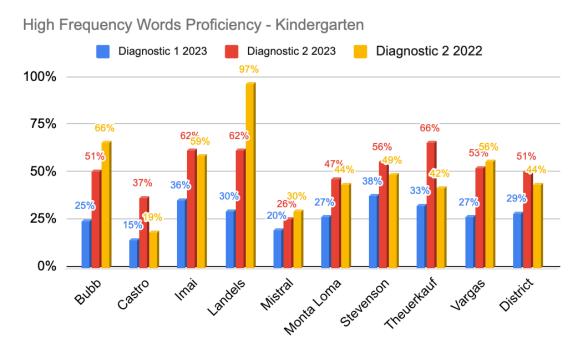
# Vocabulary Proficiency - Hispanic/Latino By School



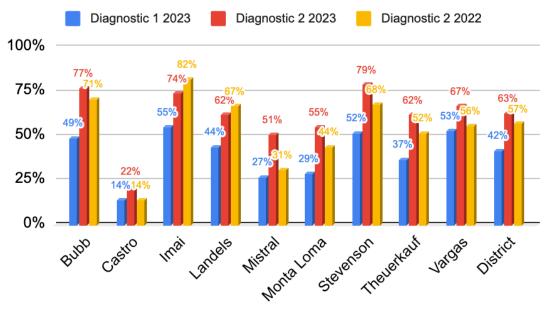


Vocabulary domain level data shows that across schools, across grade levels, and across student groups, Vocabulary continues to be an area of focus. More students were proficient in this domain in December 2022 as compared to this school year.

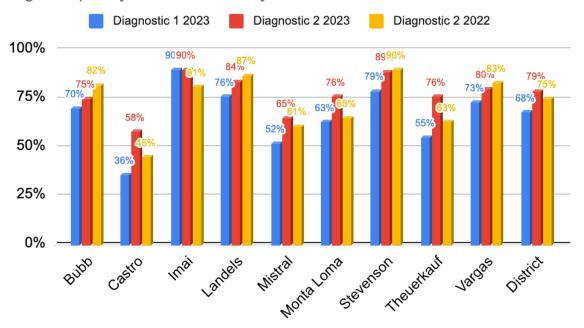
The following sets of graphs display the results of i-Ready Diagnostic assessment in the High Frequency Words domain by grade level and by student group.

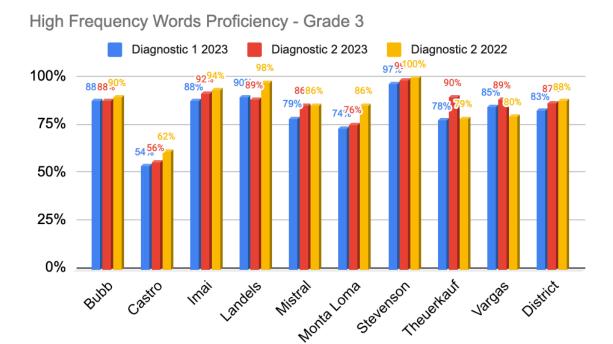






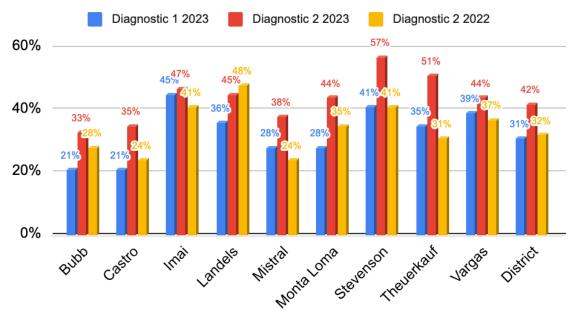
High Frequency Words Proficiency - Grade 2



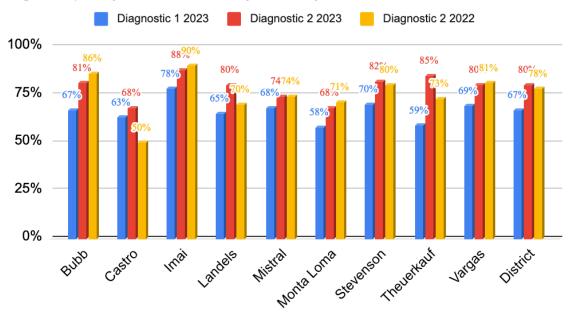


High Frequency Words domain level data for Kindergarteners shows Kindergarteners at Bubb, Landels, Mistral, Theuerkauf, and Vargas had higher proficiency on Diagnostic 2 last year as compared to this year. At Landels, there was a decline of 35 percentage points in comparison to last year for Kindergartners. We see a similar trend for students in Grades 1, 2, and 3 at Landels - more students were proficient last year as compared to this school year. Six schools had more students proficient on High Frequency Words in Grade 3 on Diagnostic 2 last year in comparison to this year.

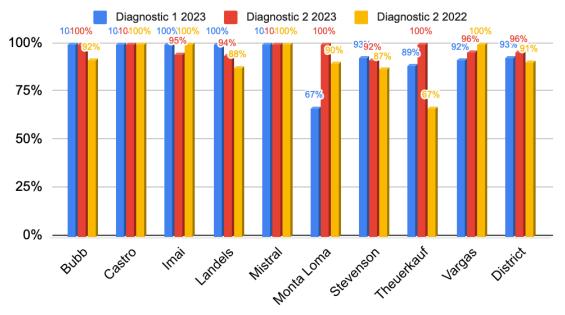
# High Frequency Words Proficiency - ELs By School



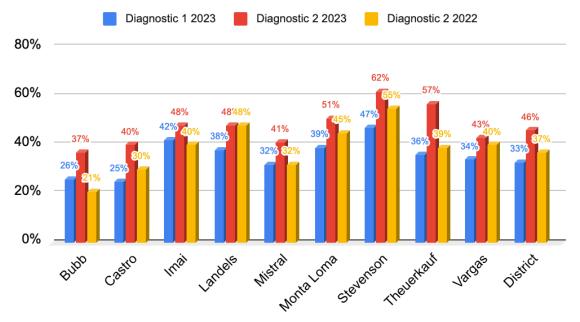




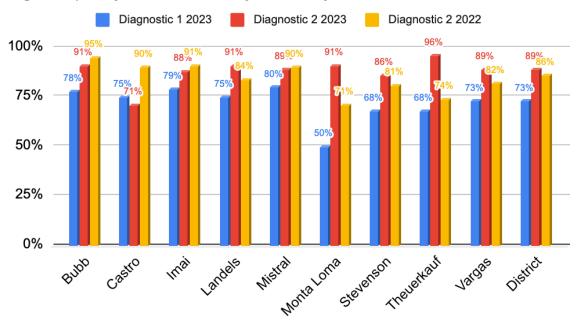
High Frequency Words Proficiency - RFEPs By School



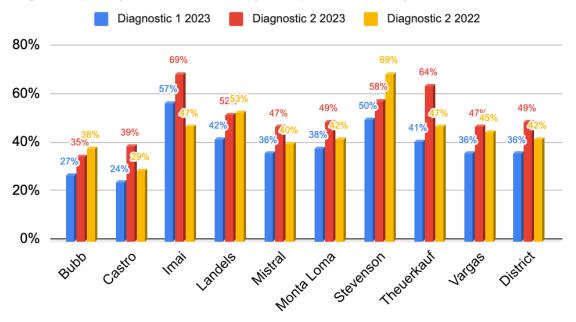
High Frequency Words Proficiency - SED By School



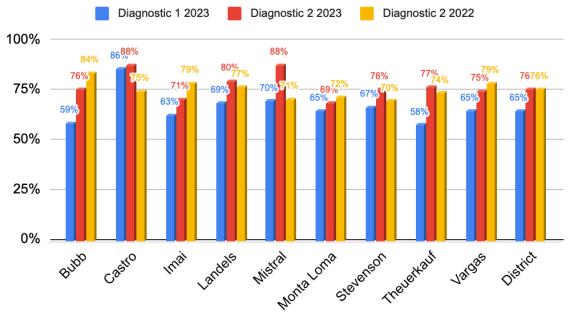
High Frequency WordsProficiency - Asian By School









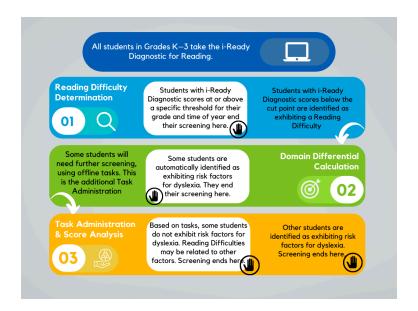


Student data shows more ELs are proficient on High Frequency Words this year than Diagnostic 2 last year. We see significant improvement for ELs in the High Frequency Words domain overall as a district and specifically at Monta Loma, Stevenson, and Theuerkauf. Students data shows more Hispanic/latino students were proficient across schools on Diagnostic 2 this year except at Stevenson where we see an 11 percentage point decline from last year.

### **Universal Screening**

The i-Ready Dyslexia screener is a two part process that includes the i-Ready Diagnostic itself and a short paper-pencil assessment. First, i-Ready takes information from the diagnostic to determine students who demonstrate reading difficulties and then recommends students for additional paper-pencil assessments when more information on their skills is needed. Students' scores are categorized according to the i-Ready score thresholds in order to determine next steps. Categories include: meeting grade level and time of year threshold, demonstrating reading difficulties, and/or at-risk for dyslexia. It is important to note that the screener does not identify or diagnose reading disabilities or dyslexia, but rather lets staff know that additional steps may be necessary to support student reading development.

The i-Ready dyslexia screener was administered according to the image below:



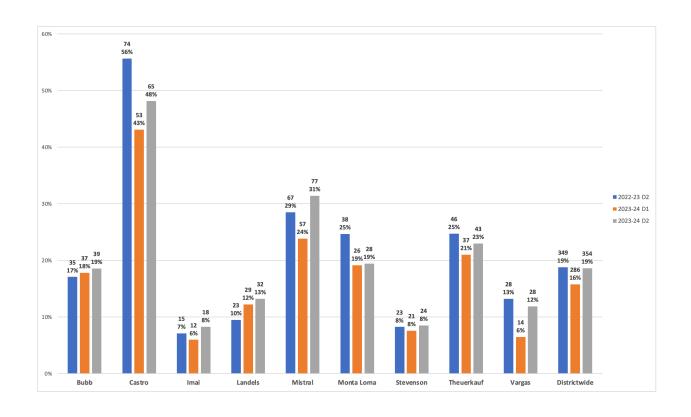
### Terminology used by i-Ready:

The *i-Ready Reading Difficulty Indicator* is based on an overall score that falls below the cut score for each grade level and by time of year.

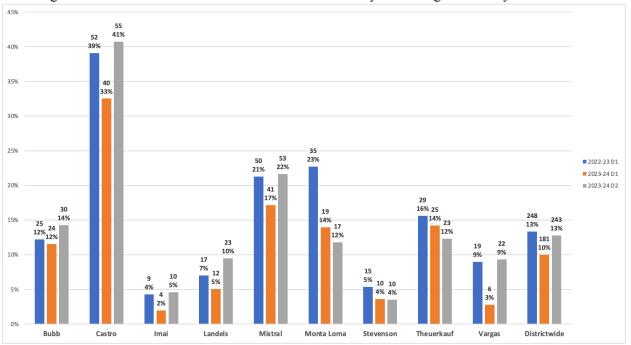
*i-Ready Risk for dyslexia* is based on exhibited risk factors using a calculation comparing student's phonological awareness (Grades K-1) or Phonics (Grades 2-3) and their comprehension scale scores, only for students identified as having a reading difficulty as described above.

The following charts compare scores from the administration of the i-Ready Dyslexia screener for students in Grades K-3 from D2 in the 2022-23 school year, and D1 & 2 in the 2023-24 school year.

i-Ready Dyslexia Screener Data Reading Difficulty Overall Comparison Percentage and number of students who scored in the Reading Difficulty range overall, by site.

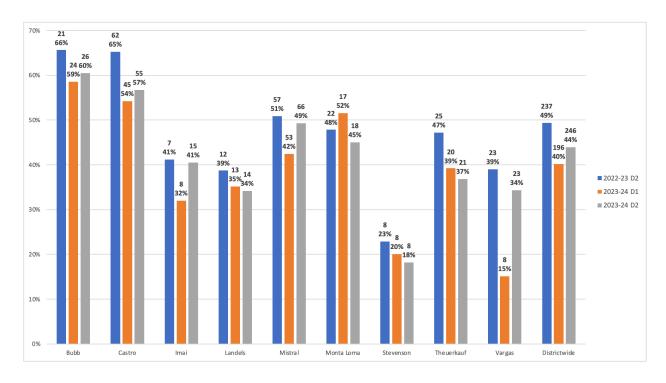


Risk for dyslexia - Overall Comparison Percentage and number of students who scored in the risk for dyslexia range overall by site.

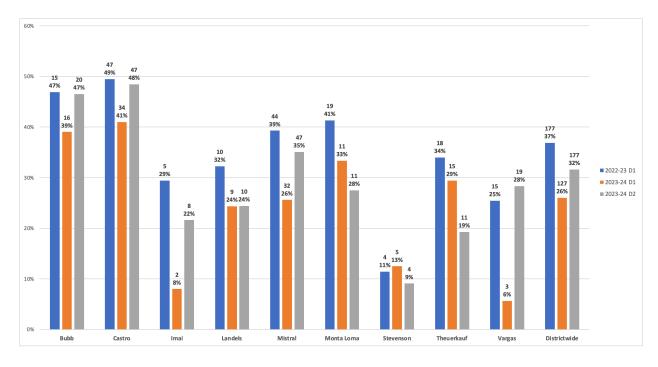


Reading Difficulty - English Learners

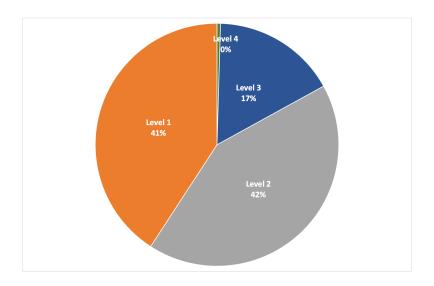
Percentage and number of English Learners who scored in the Reading Difficulty range, in comparison to the total EL population by site.



Risk for dyslexia - English Learners
Percentage and number of English Learners who scored in the risk for dyslexia range, in comparison to the total EL population by site.

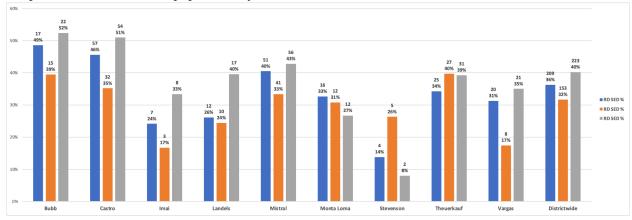


2023-24 D2 - English Learner level breakdown
Breakdown of students who are English Learners identified as having reading difficulty on the D2 screener administration by level on ELPAC.

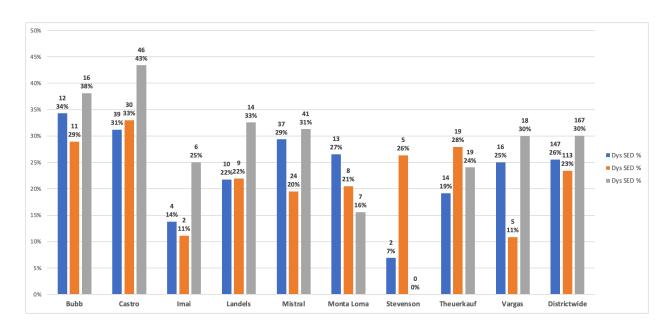


Reading Difficulty - Socio-economically Disadvantaged (SED)

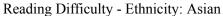
Percentage and number of students who are SED who scored in the Reading Difficulty range, in comparison to the total SED population by site.

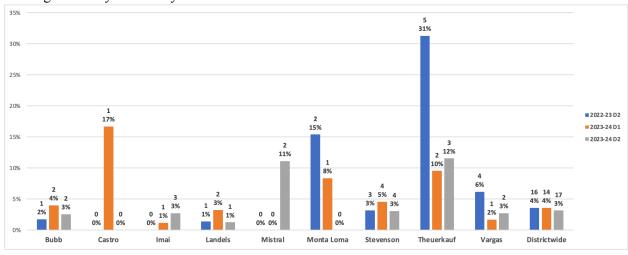


Risk for dyslexia - Socio-economically Disadvantaged (SED)
Percentage and number of students who are SED who scored in the risk for dyslexia range, in comparison to the total SED population by site.

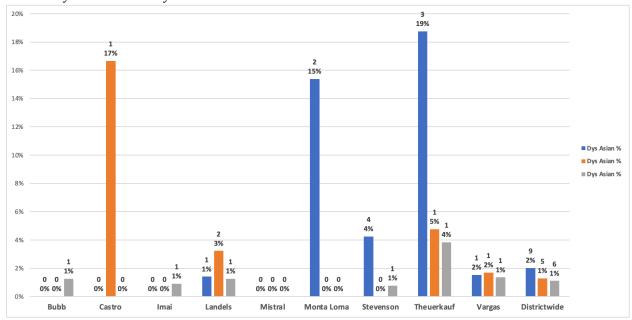


The following charts show the percentage and numbers of students who scored in the reading difficulty range and the risk for dyslexia range by site and by ethnicity.

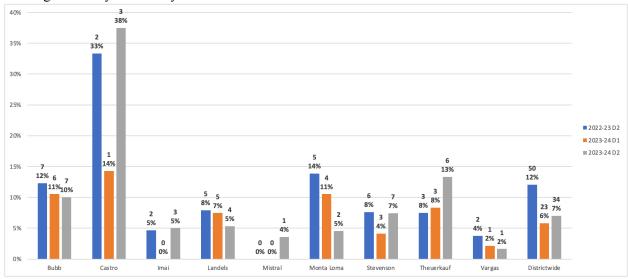




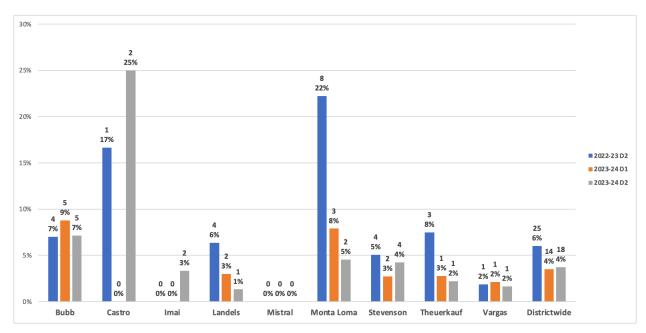
## Risk for dyslexia - Ethnicity: Asian



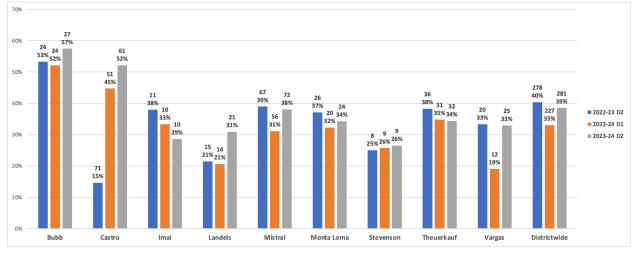
## Reading Difficulty - Ethnicity: White



Risk for dyslexia - Ethnicity: White



## Reading Difficulty - Ethnicity: Hispanic/Latino



53 45% 51 45% 18 40% 40% 39 24 34% 34% 35% 204 29% 29% 30% 51 28% 20 23 27% 26% 25% ■ 2022-23 D2 14 24% 25% 151 23% 22% 22% ■ 2023-24 D2 20% 32 18% 12 20% 18% 16% 5 10 12% 10% 10%

Risk for dyslexia - Ethnicity: Hispanic/Latino

Imai

Landels

Mistral

5%

Bubb

Castro

When analyzing the universal screener data, a comparison of D2 to D2 provides the information that is necessary to understand global growth or lack thereof. The screener thresholds change from D1 to D2, so to understand progress, a D2 to D2 analysis provides clearer information as they have the same cutpoint criteria. Comparing data D1 to D2 tells schools which groups of students need support during the school year. Additionally, it's important to note that there are only 3 data points available which is not enough to identify trends, but we can see how specific students are performing right now and provide literacy support.

Overall, some schools reduced the number of students identified for reading difficulty and risk for dyslexia from the 2022-23 D2 to 2023-24 D2 comparison on the i-Ready Dyslexia Screener. Castro, Monta Loma, and Theuerkauf reduced the number of students identified, which also correlates to three of the four schools receiving reading intervention services from the Early Literacy Team. Overall, most schools remained about the same, D2 to D2, with no change or slight percentage increases of less than 5 students, including Bubb, Imai, Stevenson, and Vargas.

Percentage of ELs identified for reading difficulty either decreased or remained the same by site, but this is primarily due to the increase in the EL population, as number of students increased from D2 to D2 but percentages did not. Zooming in to see how the same students performed on the ELPAC reveals that 83% of the students who scored in the reading difficulty range on the screener are Levels 1 and 2 on the ELPAC. This would explain their performance on both the i-Ready diagnostic and the screener.

Lastly, similar to last year's data, students who are Hispanic/Latino scored in the reading difficulty and risk for dyslexia range more often than their White or Asian peers. It's important to note that 59% of the district's Hispanic/Latino population in Grades K-3 are also English Learners. Which explains this outcome and gives context to these scores.

Districtwide

## **Current Work: Updates on Plan of Action**

#### **MTSS**

The district has continued its efforts in implementation of MTSS, including Universal Data Cycles (UDC), Coordination of Services Team (COST), and Student Study Team (SST). Site leaders were trained on the updated SST practices and procedures. MTSS supports the whole child (academics, behavior, social-emotional, attendance) which includes students' growth in literacy.

### **Universal Screening**

Universal Screening has expanded to monitor students' literacy needs. Students in Grades K-3 were screened at both D1 and D2 this school year using the i-Ready Dyslexia Screener.

Support for students identified with Reading Difficulty - Families of students who score in the Reading Difficulty range receive a letter from school leaders that outlines the specific literacy domains where the student had difficulty in, as well as how the students' needs will be supported at the site level. Literacy support can range from instructional shifts during first teaching, additional and/or targeted instruction during RTI, support from the Early Literacy Team, and/or an intervention teacher, etc. Additionally, all students who score in the reading difficulty range on the i-Ready Dyslexia Screener are provided with Learning Ally's human read audiobooks, a resource that gives students access to a library of over 80,000 books. Access to the Learning Ally audiobooks platforms not only gives students access to a wide variety of rich and engaging books, but also provides students with modeling of fluent reading and vocabulary definitions.

The district also continued its partnership with UCSF's Multitudes project and included more sites, including Gabriela Mistral, Mariano Castro, Monta Loma, and Theuerkauf. The district will receive student and grade level data by the end of the 2023-24 school year as a part of this project. This data will be used as a comparison to data gathered using the i-Ready screening tool.

#### **Universal Data Cycles**

By the beginning of January 2024, district leaders and teachers had launched 3 Universal Data Cycles, completed 2 full cycles and started the third. By the end of this school year, sites will have completed 4 Universal Data Cycles. The district office MTSS team reviewed UDC data analysis protocols and action plans for all 3 cycles and provided feedback to principals on positives and deltas. The team monitored growth and saw an increase in the use of data, quality of analysis, and specificity in action plans across schools. Based on current data, many teachers focused their action plans on students' literacy development, including a focus on phonics development in the early grades and comprehension of informational text in grades 3-8. Additionally, site teams use data and actions steps identified at each UDC for grade level specific RTI.

## **Coordination of Services of Team**

By December 2023, teachers had referred 243 students to get support through the district COST program and 158 students had at least one COST meeting, which is about 3% of the student population. District leaders presented data to site leaders and will continue developing our capacity to support student needs

through a tiered approach. Students who are referred by teachers to COST for literacy concerns have a literacy target and supports that specifically target their needs.

All school teams have access to the Strategies and Interventions Matrix that was launched at the start of this school year. This resource includes literacy strategies, supports, and interventions spanning across Tiers 1 through 3, among other whole child focused supports. Resources are organized by areas within literacy, including: phonological awareness; letter naming, phonics, and decoding; fluency and sight words; vocabulary; comprehension; and writing. Teachers and teams can access linked resources, as well as formative assessments to help monitor student growth and progress.

Additionally, the district implemented the use of an MTSS coordinator to continue building the district MTSS program, provide training to staff, and to monitor data across the district. MTSS coordinator and members of Educational Services Team meet with Site Leaders regularly for MTSS Check-ins and progress monitoring of action plans for improved student achievement.

## **Early Literacy Team**

The Early Literacy Team (ELT) instructional assistants were trained in multi-sensory literacy approaches in August of this school year. The ELT began work with students this school year at Castro, Mistral, Monta Loma, and Theuerkauf using the Institute of Multi-Sensory Education (IMSE) approach to literacy instruction. They provide data driven, tiered support to students through systematic, multimodal literacy instruction. The team uses i-Ready data and their literacy assessments to identify students for intervention, provide instruction, monitor progress, and determine growth rate through the Universal Data Cycles. They also work closely with sites on COST and SST. A score comparison of students in grades K-2 show increases in phonological awareness, phonics, high frequency words, and overall i-Ready scores. Recent data shows a reduced number of students in Tier 3 on i-Ready, an increase in students in Tier 1, and 50 students exited from reading intervention.

The ELT has also provided the initial training for teachers on Science of Reading, which will continue through this school year.

## Science of Reading Based English Language Curriculum Adoption

The district convened a curriculum adoption committee this school year for both elementary ELA and PreK/TK. The elementary committee completed its ranking process to identify two pilot options for elementary ELA and began implementation of the first pilot in January. The committee will begin its second pilot at the end of February. The PreK/TK committee is following a similar timeline to pilot two curriculum options. Although the PreK/TK curriculums are integrated, covering multiple subject areas, the committee is viewing the curriculums through the lens of the Science of Reading. The district team intends to present the findings of both committees and recommendations to the board in May 2024 for implementation in Fall of 2024.

#### Section 504

District staff have provided updated professional development to site leaders on Section 504 laws, including eligibility requirements and best practices for developing Section 504 plans. Additionally, both quantitative and qualitative data was collected from site leaders, the Student Services department, and the

Information Services department to understand what is working and what areas of the district's Section 504 procedures should be improved in order to develop a Section 504 protocols, a district wide guide, and future professional development.

## **Next Steps**

The district will continue its work to achieve the goal of all students reading by the 3rd grade.

#### **MTSS**

### **Universal Screening**

In summer of 2023, California officially mandated universal screening for students in grades K-2, whereas districts will be required to screen students beginning in the 2025-26 school year. State officials have developed a committee of professionals who will compile a state approved screening list which is projected to be available to districts by December 2024. To continue its initial work in the area of literacy, the district will continue Universal Screening for students in grades K-3 using the i-Ready Dyslexia screener, until a state approved list is released. The district MTSS team will review state approved options in the 2024-25 school year and select a long-term screener. School districts in California are required to select a screener by June 2025 to be implemented in the 2025-26 school year.

## UDC, COST, and SST

The district MTSS team will continue to monitor site and districtwide level MTSS data and meet with site teams to support growth and development of MTSS in MVWSD. Continued professional development will be provided to both principals and school staff to support all students' literacy development, as well as Multi-Tiered System of Support (MTSS) processes.

#### **Early Literacy Team**

The ELT will continue to provide Science of Reading based professional development to site staff. The ELT will also continue to meet with grade level teams to support learning of effective literacy strategies.

#### PK/TK and Elementary ELA Curriculum Adoption

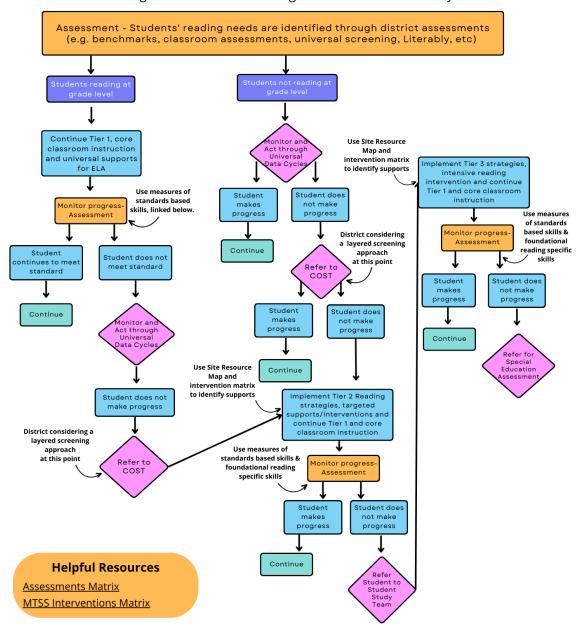
The district team intends to present the findings of both committees and recommendations to the board in May 2024 for implementation in Fall of 2024.

Supporting students' literacy flowchart

The district MTSS team will train site leaders on the following process to support students' literacy needs

## **Identifying & Supporting Students' Literacy Needs**

Including identification of reading difficulties and risk for dyslexia



Lastly, the district office team will continue to develop the timeline for actions identified in this plan based on input and feedback regarding the needs at the site level, as well as any updates at the state level.

## Mountain View Whisman School District

## Agenda Item for Board Meeting of 2/29/2024

**Agenda Category:** CONSENT AGENDA

Agenda Item Title: Payroll Reports and Accounts Pay Warrant List for the Month of January 2024

**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 \$12,200,357.35.

#### **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 January 2024	Backup Material	2/13/2024

Warrant Number	Date	Name	Amount
29050232	1/2/2024	MOUNTAIN VIEW OWNERS LLC	\$428,209.77
29050233	1/4/2024	BRONSTEIN MUSIC	\$1,692.04
29050234	1/4/2024	CENTRAL COMPUTERS INC	\$30.21
29050235	1/4/2024	DURHAM SCHOOL SERVICES LP	\$2,664.38
29050236	1/4/2024	FRONTLINE TECHNOLOGIES GROUP	\$18,606.41
29050237	1/4/2024	GALASSI, HEIDI	\$49.99
29050238	1/4/2024	GOOGLE LLC	\$366.81
29050239	1/4/2024	PETER GORMAN LEADERSHIP	\$15,000.00
29050240	1/4/2024	POHLMAN, MEGAN	\$327.51
29050241		RHYTHM & MOVES INC	\$91,568.00
29050242	1/8/2024	AMAZON CAPITAL SERVICES	\$218.24
29050243	1/8/2024	AT&T	\$3,677.75
29050244		OFFICE DEPOT	\$363.86
29050245		PLAYWORKS EDUCATION ENERGIZED	\$7,500.00
29050246		TEAMCIVX LLC	\$7,500.00
29050247		WOODBERRY ASSOCIATES LLC	\$15,000.00
29050248	1/10/2024		\$752.17
29050249		KAISER FOUNDATION	\$523,508.24
29050250		UHS PREMIUM BILLING	\$372,792.39
29050251		HODGES BADGE COMPANY INC	\$753.64
29050252	<u> </u>	BOGDANIC, PRISCILA	\$135.23
29050253	-	CALIFORNIA WATER SERVICE	\$2,060.16
29050254		GALASSI, HEIDI	\$387.42
29050255		NGUYEN, CYNDEE	\$15.68
29050256		PALO ALTO CHILDREN'S THEATRE	\$724.00
29050257		WHITE, BRIAN	\$473.30
29050258		ACHIEVE KIDS NPS	\$16,436.00
29050259		ADROIT ADVANCED	\$5,389.48
29050260		ATKINSON ANDELSON LOYA	\$47,768.83
29050261		BLAZERWORKS	\$49,848.45
29050262		BMR HEALTH SERVICES INC	\$39,384.00
29050263		CASTILLO, CLAUDIA	\$1,200.00
29050264		CHILDREN'S HEALTH COUNCIL	\$62,522.59
29050265	1	CREATIVE LEARNING CENTER	\$29,679.00
29050266		EDTHEORY LLC	\$3,840.00
29050267		ERAN ARKIN AND ADI ARKIN	\$18,550.00
29050268		FOUNDATION FOR EDUCATIONAL	\$1,947.00
29050269		FUNDRAISING MANAGER	\$19,466.40
29050270		HOPSKIPDRIVE INC	\$15,863.58
29050271		LYONS, DANIELLE	\$446.35
29050272		PRENTKE ROMICH CO	\$5,996.42
29050273		RO HEALTH INC	\$57,267.50
29050274		THE STEPPING STONES GROUP LLC	\$60,165.00
29050275		WEINGARTEN CHILDREN'S CENTER	\$2,755.00
		WELLDOM INC	\$37,548.75

Warrant Number	Date	Name	Amount
29050277	1/16/2024	AT&T MOBILITY	\$578.01
29050278	1/16/2024	CITY OF MOUNTAIN VIEW	\$4,666.06
29050279	1/16/2024	PACIFIC GAS AND ELECTRIC CO	\$103,203.83
29050280	1/17/2024	BLAKELY, LAURA	\$1,203.87
29050281		LYONS, DANIELLE	\$283.47
29050282	1/18/2024	U.S. BANK CORPORATE PAYMENT	\$23,861.86
29050283	1/18/2024	CASTO CHAPTER 7	\$225.00
29050284	1/19/2024	ACER SERVICE CORPORATION	\$2,029.82
29050285	1/19/2024	BECK'S SHOES INC.	\$150.00
29050286	1/19/2024	BONAMI BAKING COMPANY INC	\$6,471.50
29050287	1/19/2024	COOLRITE REFRIGERATION INC	\$700.34
29050288	1/19/2024	CRYSTAL CREAMERY INC	\$4,811.08
29050289	1/19/2024	DANIELSEN COMPANY	\$12,191.27
29050290	1/19/2024	FIVE STAR RESTAURANT SERVICES	\$1,325.00
29050291	1/19/2024	GOLD STAR FOODS INC	\$5,118.34
29050292	1/19/2024	IMPERIAL DADE WEST COAST	\$2,885.38
29050293	1/19/2024	NEW YORK PIZZA INC	\$10,840.00
29050294		OFFICE DEPOT	\$4,545.12
29050295	1/19/2024	PACIFIC GAS AND ELECTRIC CO	\$1,258.52
29050296	1/19/2024	PACIFIC RIM PRODUCE	\$4,548.29
29050297	1/19/2024	SYSCO- SAN FRANCISCO	\$11,317.02
29050298	1/19/2024	BMR HEALTH SERVICES INC	\$39,976.46
29050299	1/19/2024	COMMUNICAID INC	\$1,999.92
29050300	1/19/2024	CREATIVE LEARNING CENTER	\$19,442.00
29050301	1/19/2024	EDTHEORY LLC	\$7,680.00
29050302	1/19/2024	GHOSH, SHUBHRA	\$19,927.50
29050303	1/19/2024	KARSTEN GERD SCHINDLER	\$6,120.00
29050304	1/19/2024	MEDICAL BILLING TECHNOLOGIES	\$50.00
29050305	1/19/2024	MORGAN AUTISM CENTER	\$18,786.00
29050306	1/19/2024	NEW LIFE PHYSICAL THERAPY	\$45,420.00
29050307	1/19/2024	PEARSON EDUCATION	\$175.00
29050308	1/19/2024	PINE HILL SCHOOL AND	\$5,080.00
29050309	1/19/2024	RO HEALTH INC	\$27,360.36
29050310	1/19/2024	SILICON VALLEY JPA	\$18,619.00
29050311	1/19/2024	WEINGARTEN CHILDREN'S CENTER	\$855.00
29050312	1/19/2024	CIS INC	\$1,500.00
29050313	1/19/2024	MOUNTAIN VIEW OWNERS LLC	\$240,877.05
29050314	1/19/2024	PALISADE BUILDERS INC	\$1,939,083.59
29050315	1/23/2024	BRISCOE IVESTER & BAZEL LLP	\$4,500.00
29050316	1/23/2024	CALIFORNIA WATER SERVICE	\$798.76
29050317	1/23/2024	CAMPBELL UNION SCHOOL DISTRICT	\$1,070.92
29050318	1/23/2024	GALASSI, HEIDI	\$416.02
29050319	1/23/2024	GREENESPORT ASSOCIATION	\$3,470.00
29050320	1/23/2024	MARINE SCIENCE INSTITUTE	\$1,120.00
29050321	1/23/2024	MEZA, MIGUEL	\$81.00

Warrant Number	Date	Name	Amount
29050322	1/23/2024	MRC	\$420.58
29050323	1/23/2024	ORBACH HUFF & HENDERSON LLP	\$2,026.00
29050324	1/23/2024	PACIFIC GAS AND ELECTRIC CO	\$10,989.98
29050325	1/23/2024	PERSON, DEREK	\$141.53
29050326	1/23/2024	PITNEY BOWES GLOBAL	\$47.24
29050327	1/23/2024	SMART AND FINAL	\$355.36
29050328	1/23/2024	VALLE GUERRERO, ERIKA	\$54.83
29050329	1/23/2024	WESTED	\$3,000.00
29050330	1/23/2024	WESTIN LONG BEACH	\$578.65
29050331	1/23/2024	APPLE INC	\$28,005.11
29050332	1/23/2024	BAY ALARM COMPANY	\$3,115.08
29050333	1/23/2024	BRADY INDUSTRIES	\$269,584.27
29050334	1/23/2024	CERTIFIX LIVE SCAN	\$27.00
29050335	1/23/2024	CITI CARDS	\$817.61
29050336	1/23/2024	CLAY PLANET	\$852.21
29050337	1/23/2024	ENVIRONMENTAL SYSTEMS INC	\$3,631.16
29050338	1/23/2024	FORD LIGHT INC	\$893.68
29050339	1/23/2024	LIU, CHRISTINA	\$382.00
29050340	1/23/2024	MILPITAS ELECTRIC INC	\$5,975.75
29050341	1/23/2024	PEARSON, JEROLD	\$382.00
29050342	1/23/2024	POHLMAN, MEGAN	\$32.75
29050343	1/23/2024	REFRIGERATION SUPPLIES	\$5,400.00
29050344	1/23/2024	SAN FRANCISCO ELEVATOR	\$1,920.06
29050345	1/23/2024	SCI CONSULTING GROUP	\$9,913.00
29050346	1/23/2024	SILICON VALLEY PERFORMANCE	\$23,138.69
29050347	1/23/2024	SOUND AND SIGNAL INC	\$6,061.10
29050348	1/23/2024	VALLEY OIL COMPANY	\$1,304.10
29050349	1/23/2024	YMCA OF SILICON VALLEY	\$55,605.98
29050350	1/23/2024	CIS INC	\$2,250.00
29050351	1/23/2024	ORBACH HUFF & HENDERSON LLP	\$11,938.86
29050352	1/23/2024	SAGE RENEWABLE ENERGY	\$7,500.00
29050353	1/23/2024	ACER SERVICE CORPORATION	\$1,811.99
29050354	1/23/2024	APPLE INC	\$431.17
29050355	1/23/2024	BECK'S SHOES INC.	\$298.05
29050356	1/23/2024	DE LAGE LANDEN FIN. SERVICES	\$1,667.71
29050357	1/23/2024	DEPT OF JUSTICE	\$96.00
29050358	1/23/2024	DURHAM SCHOOL SERVICES LP	\$1,473.88
29050359	1/23/2024	ENVIRONMENTAL SYSTEMS INC	\$11,541.16
29050360	1/23/2024	HOME DEPOT CREDIT SERVICES	\$864.92
29050361	1/23/2024	LIVING CLASSROOM	\$11,500.00
29050362	1/23/2024	THE HOME DEPOT PRO	\$274.30
29050363	1/23/2024	TIRES ON THE GO	\$1,108.56
29050364	1/23/2024	VERIZON COMMUNICATIONS INC	\$385.11
29050365	1/24/2024	AG LINK INC	\$2,887.25
29050366	1/24/2024	BONAMI BAKING COMPANY INC	\$9,799.04

Warrant Number	Date	Name	Amount
29050367	1/24/2024	CRYSTAL CREAMERY INC	\$6,210.46
29050368	1/24/2024	DANIELSEN COMPANY	\$5,596.46
29050369	1/24/2024	ECOLAB PEST ELIMINATION	\$767.66
29050370	1/24/2024	FIVE STAR RESTAURANT SERVICES	\$1,000.00
29050371	1/24/2024	GOLD STAR FOODS INC	\$4,766.35
29050372	1/24/2024	PACIFIC RIM PRODUCE	\$4,802.20
29050373	1/24/2024	SYSCO- SAN FRANCISCO	\$16,300.38
29050374	1/24/2024	CITY OF MOUNTAIN VIEW	\$37,815.03
29050375	1/24/2024	PACIFIC GAS AND ELECTRIC CO	\$2,071.55
29050376	1/24/2024	RO HEALTH INC	\$7,899.50
29050377	1/24/2024	OFFICE DEPOT	\$7,791.66
29050378	1/24/2024	CALIFORNIA FINANCIAL SERVICES	\$13,500.00
29050379		DREILING TERRONES ARCHITECTURE	\$86,331.75
29050380		SAGE RENEWABLE ENERGY	\$9,375.00
29050381		AMAZON CAPITAL SERVICES	\$2,958.70
29050382	1/25/2024		\$241.65
29050383		XEROX CORPORATION	\$12,504.70
29050384		XEROX FINANCIAL SERVICES	\$93.63
29050385		AA FIRE SYSTEMS INC.	\$8,996.77
29050386	1/26/2024		\$445.07
29050387		BITWARDEN INC	\$396.00
29050388		BRADY INDUSTRIES	\$47,146.46
29050389		COUGHLAN COMPANIES LLC	\$2,399.00
29050390		CRYSTAL CREAMERY INC	\$802.23
29050391		ENVIRONMENTAL SYSTEMS INC	\$2,750.09
29050392		FITNESS FINDERS INC.	\$347.67
29050393		FOLLETT CONTENT SOLUTIONS	\$1,729.19
29050394		FRONTLINE TECHNOLOGIES GROUP	\$7,741.46
29050395		JUST RIGHT READER	\$15,022.80
29050396		LIFE INSURANCE CO OF N AMERICA	\$6.80
29050397	1/26/2024	MOBILE MODULAR MGMT CORP	\$1,770.00
29050398	1/26/2024	PACIFIC RIM PRODUCE	\$1,161.55
29050399	1/26/2024	SUN LIFE FINANCIAL	\$979.71
29050400		THE HOME DEPOT PRO	\$3,651.62
29050401	1/26/2024	VALLEY OIL COMPANY	\$1,433.15
29050402	1/29/2024	AMAZON CAPITAL SERVICES	\$144.20
29050403	1/29/2024	BAY ALARM COMPANY	\$6,367.80
29050404	1/29/2024	BECK'S SHOES INC.	\$427.01
29050405		CLAY PLANET	\$307.01
29050406		COMMUNICAID INC	\$220.00
29050407		DURHAM SCHOOL SERVICES LP	\$3,116.64
29050408		ENVIRONMENTAL SYSTEMS INC	\$1,650.91
29050409	1/29/2024	EPS OPERATIONS LLC	\$567.45
29050410	1/29/2024		\$39.97
29050411		FORD LIGHT INC	\$996.36

Warrant Number	Date	Name	Amount
29050412	1/29/2024	HHF PLANNERS	\$665.00
29050413	1/29/2024	REFRIGERATION SUPPLIES	\$900.00
29050414	1/29/2024	WEST VALLEY MUSIC	\$2,500.00
29050415	1/29/2024	APPLE INC	\$129,436.70
29050416	1/29/2024	AT&T	\$3,668.68
29050417	1/29/2024	BAY ALARM COMPANY	\$941.51
29050418	1/29/2024	CORODATA SHREDDING INC	\$468.00
29050419	1/29/2024	DRYCO CONSTRUCTION INC	\$14,985.00
29050420	1/29/2024	DURHAM SCHOOL SERVICES LP	\$832.13
29050421	1/29/2024	ENVIRONMENTAL SYSTEMS INC	\$5,352.90
29050422	1/29/2024	FEDEX	\$62.86
29050423	1/29/2024	JACK SCHREDER & ASSOCIATES INC	\$1,433.75
29050424	1/29/2024	KIWI CO INC	\$3,049.39
29050425	1/29/2024	PACIFIC GAS AND ELECTRIC CO	\$68,560.16
29050426	1/29/2024	PLANET ORANGE	\$304.00
29050427	1/29/2024	QUIK SMOG	\$1,400.00
29050428	1/29/2024	SANTA CLARA COE	\$25,165.01
29050429	1/29/2024	SILICON VALLEY PERFORMANCE	\$19,311.77
29050430	1/29/2024	SMART DEPLOY	\$540.17
29050431	1/29/2024	SOUTHWEST SCHOOL SUPPLY	\$200.15
29050432	1/29/2024	VERIZON	\$385.11
29050433	1/29/2024	XEROX FINANCIAL SERVICES	\$39.41
29050434	1/30/2024	AMERICAN FIDELITY ASSURANCE CO	\$906.49
29050435	1/30/2024	CALIFORNIA TEACHERS	\$28,167.31
29050436	1/30/2024	COLONIAL LIFE	\$25,193.54
29050437	1/30/2024	STANDARD INSURANCE CO	\$4,508.76
29050438	1/30/2024	AMAZON CAPITAL SERVICES	\$2,454.62
29050439	1/30/2024	BECK'S SHOES INC.	\$550.64
29050440	1/30/2024	CDW Govenment	\$1,180.82
29050441	1/30/2024	CHILDREN'S DISCOVERY MUSEUM	\$350.00
29050442	1/30/2024	ENVIRONMENTAL SYSTEMS INC	\$3,572.41
29050443	1/30/2024	PACIFIC GAS AND ELECTRIC CO	\$12,883.21
29050444	1/30/2024	POHLMAN, MEGAN	\$1,488.26
29050445	1/30/2024	WEST VALLEY MUSIC	\$17.24
29050446	1/30/2024	CARDUCCI & ASSOCIATES INC	\$3,870.00
29050447	1/30/2024	DREILING TERRONES ARCHITECTURE	\$6,712.50
29050448	1/30/2024	E.F. BRETT AND COMPANY INC	\$163,461.47
29050449	1/30/2024	HAMILTON + AITKEN ARCHITECTS	\$1,669.50
29050450	1/31/2024	AMAZON CAPITAL SERVICES	\$2,910.00
29050451	1/31/2024	CA DEPT OF SOCIAL SERVICES	\$1,331.00
29050452		DEL RIO, VERONICA	\$60.00
29050453	1/31/2024	NEWPORT TRUST COMPANY	\$1,182.14
29050454		ROTO ROOTER SERVICE COMPANY	\$1,721.00
29050455	1/31/2024	SCHOLASTIC BOOK FAIRS	\$963.53
29050456	1/31/2024	YOUNG, LAURA	\$424.00

Warrant Number	Date	Name	Amount
29050457	1/31/2024	GREYSTONE WEST COMPANY	\$174,181.09
29050458	1/31/2024	MOUNTAIN VIEW OWNERS LLC	\$234,730.50
29050459	1/31/2024	KATZ, MICHAEL	\$875.00
29050460	1/31/2024	XEROX CORPORATION	\$10,223.01
29050461	1/31/2024	LAMBERT, BILL	\$803.63
98063177	1/4/2024	TAG AMS INC	\$270.00
98063178	1/4/2024	WILLIAM V. MACGILL & CO.	\$1,449.54
98063250	1/8/2024	EMBARCADERO MEDIA	\$640.00
98063396	1/12/2024	QBS INC.	\$1,805.00
98063472	1/16/2024	IINTERPRET INC	\$2,000.00
98063596	1/19/2024	ARAMARK	\$598.80
98063683	1/23/2024	FOSTER BROTHERS SECURITY	\$310.40
98063684	1/23/2024	REALLY GOOD STUFF LLC	\$260.57
98063685	1/23/2024	WENGER CORPORATION	\$15,350.39
98063686	1/23/2024	LAKESHORE LEARNING	\$18.54
98063687	1/23/2024	RED CLOUD INC	\$3,240.00
98063688	1/23/2024	GRAINGER	\$20.80
98063689	1/23/2024	JW PEPPER & SON INC	\$766.04
98063690	1/23/2024	KELLY SPICERS STORES	\$1,244.03
98063709	1/24/2024	ARAMARK	\$301.16
98063806		GRAINGER	\$395.41
98063807	1/26/2024	KELLY SPICERS STORES	\$314.28
98063808	1/26/2024	LAKESHORE LEARNING	\$3,750.00
98063886		JW PEPPER & SON INC	\$11.00
98063887	1/29/2024	RAPTOR TECHNOLOGIES LLC	\$54.56
98063888	1/29/2024	FOSTER BROTHERS SECURITY	\$4,592.16
98063889	1/29/2024	LAKESHORE LEARNING	\$74.46
98063948	1/31/2024	LAKESHORE LEARNING	\$3,750.00
98063949	1/31/2024	TESTING ENGINEERS INC	\$300.00
<29048426>	1/11/2024	THEUERKAUF SCHOOL PTA	(\$950.00)
<29048487>	1/11/2024	INE, JUNKO	(\$77.00)
<29048496>	1/11/2024	XU, DAN	(\$95.00)
<29048529>	1/11/2024	ANSARI, IRAMNAZ	(\$0.84)
<29048533>	1/11/2024	HOUGHTON, ALLISON	(\$5.91)
<29048535>	1/11/2024	KEPP, HALEY	(\$15.52)
<29048537>	1/11/2024	LUEHMANN, ERIN	(\$7.89)
<29048539>	1/11/2024	POMARO, MADELINE	(\$15.92)
<29048541>	1/11/2024	RANKHORN, CLARE	(\$1.69)
<29048543>	1/11/2024	STARTZ, RYAN	(\$2.10)
<29048615>	1/11/2024	IRUZARRY, NANCY	(\$141.50)
<29048618>	1/11/2024	LARIOSA-WILLINHAM, KAREN	(\$48.00)
<29048626>	1/11/2024	TAN, MONNETTE	(\$110.00)
<29048633>	1/11/2024	BATTARBEE, KATJA	(\$44.50)
<29048638>	1/11/2024	CHU, TRACY	(\$104.00)
<29048644>	1/11/2024	KAMPRATH, MICHAEL	(\$75.50)

Warrant Number	Date	Name	Amount
<29048660>	1/11/2024	BALKITE, JAME	(\$81.50)
<29048671>	1/11/2024	HOZ, YAKIRA	(\$45.00)
<29048695>	1/11/2024	KIJAC, ALEKSANDRA	(\$51.00)
<29049868>	1/12/2024	OFFICE DEPOT	(\$4,545.12)
<29049947>	1/12/2024	ACER SERVICE CORPORATION	(\$2,029.82)
		Grand Total	\$6,407,863.93

029 MOUNTAIN VIEW WHISMAN SD	Е	EMPLOYEE PAYROLL HISTORY LISTING 01/01/2024-01/31/2024			3474 PAY830	L.00.39 02/12/24	PAGE 1
DATE PER WARRANT/ST PAID END	GROSS NTX-GR FED TXB FED IMP ST TXB ST IMP	CAR MEDI EIC OASDI	-GR MEDI -ER MEDI-ER	SDI S		PERS-ER GLI-8999	T O NET T
	9 MOUNTAIN VIEW WH OASDI-GROSS 7 1823651.17	MEDI-GROSS		FIT 577513.35			
TAX-GROSS-FD IMP-GROSS-FD 4866279.57 0.0	OASDI 113066.44				STRS-TS 393789.92		
NTX-GROSS TSA 196851.14 208166.3	DED 587358.03	CAR 0.00		EIC 0.00		NET 3461159.09	
TAX-GROSS-ST IMP-GROSS-ST 4866279.57 0.0		MEDI-EMPR 0.00		PERS-EMPR 0.00			
TAX-PAID-CLC MEDI+ GROSS 0.00 0.0							



**District Business & Advisory Services** 

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

FOR TI	HE GOVERNI	NG BO	ARD OF	MOUNTAIN	VIEW WI	HISMAN SC	HOOL DISTRICT		
Payrol	l Name:	O 1	enth of	Month	•	End of N	Nonth	0	Manual
Payrol	l Issue Date	: Janua	ry 31, 202	24					
									thorized and
							Payroll Revol		
	s (PAY510, P				./1	to co	over the subr	nitted	payroll
Payrol	warrants w	ill not l	be relea:	sed withou	t this s	igned aut	horization in	Distri	ct Business
& Advi	sory Service	s (DBAS	S).						
			_	$\mathcal{M}$		1	)		
Author	ized Signer's	s Signat	ture: 🚄	lune	<u>/_</u>	K	1		
Name:	Nadia Ruelas	Pongo					0		
Title:	Director of Fis	cal Servi	ces						
Date:	1/24/2024								

PAYNAME: EOM

Lock Enabled on Payname. By: A708 Date: 01/24 Time: 12:02

PAYROLL DATA YEAR: 2024

PAY NAME: EOM

RUN TYPE: PRE-LIST

DATE PAID: 01/31/2024

CHECK SORT: REGULAR

CANCEL APD: NO

IGNORE SPECIAL TAX: NO

MAXIMUM NET PAY:

LAST NAME:

CONTROL GROUP:

PAY LOCATION:

PAY CODE:

RETIREMENT SYSTEM:

BALANCE OF CONTRACT ONLY: NO

SSN:

DISTRICTS SELECTED: 29

PAY TYPES SELECTED:

SUPPRESS PPO DETAIL: N

SCHEDULE	CYCLE	CLASS	TYPE	PERIOD END	PAYROLL#	LAST	PAID	WORKED	UC	PAY CODES
EOMREG	MO	REG	PAY	01/31/2024	07	NO	12	12	NO	01 02 11 12 05
EOMSUP	MO	SUP	PAY	01/31/2024	07	NO	12	12	NO	01 02 11 12 99 98
E10B06	MO	REG	PAY	01/31/2024	07	NO	10	10	NO	01 02 11 12
E10B07	MO	REG	PAY	01/31/2024	07	NO	10	10	NO	01 02 11 12
E11B06	MO	REG	PAY	01/31/2024	07	NO	11	11	NO	01 02 11 12
E11B07	MO	REG	PAY	01/31/2024	07	NO	11	11	NO	01 02 11 12
E11B08	MO	REG	PAY	01/31/2024	07	NO	11	11	NO	01 02 11 12
E10R06	MO	REG	PAY	01/31/2024	07	NO	10	10	NO	01 02 11 12
E10R07	MO	REG	PAY	01/31/2024	07	NO	10	10	NO	01 02 11 12
E11R06	MO	REG	PAY	01/31/2024	07	NO	11	11	NO	01 02 11
E11R07	MO	REG	PAY	01/31/2024	07	NO	11	11	NO	01 02 11 12
E11R08	MO	REG	PAY	01/31/2024	07	NO	11	11	NO	01 02 11 12
E10NB7	MO	REG	PAY	01/31/2024	07	NO	10	10	NO	01 02 11 12
E11NB7	MO	REG	PAY	01/31/2024	07	NO	11	11	NO	01 02 11 12 05
E09R06	MO	REG	PAY	01/31/2024	07	NO	09	09	NO	01 02 11 12
E09B06	MO	REG	PAY	01/31/2024	07	NO	09	09	NO	01 02 11 12
E10NB6	MO	REG	PAY	01/31/2024	07	NO	10	10	NO	01 02 11 12
EOYREG	MO	REG	PAY	01/31/2024	07	NO	12	12	NO	01 02 11 12
EOYSUP	MO	SUP	PAY	01/31/2024	07	NO	12	12	NO	01 02 11 12 99 98

029 MOUNTAIN VIEW WHISMAN SD PAYNAME: EOM PAYROLL AUDIT PRELIST J55185 PAY510T L.00.22 01/24/24 PAGE 1
PAYNAME: EOM DISTRICT TOTALS PAY DATE: 01/31/2024 END DATE: 01/31/2024

Lock Enabled on Payname. By: A708 Date: 01/24 Time: 12:02

#### PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

#### EMPLOYEE COUNTS

RECEIVING WARRANTS	77	GETTING PAID FIRST TIME	4	
APD TO CU	0	TERMINATED GETTING PAID	1	RET SYSTEM 1/3 OPTION: P %0.000
APD TO CHECKING	646	STARTING APD CHECKING NEXT MONTH	10	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	734			

#### PAYROLL TOTALS

S	SALARY GROSS DAILY GROSS		Н	OURLY GROSS	HOURLY ANI	DAILY GROSS	TOTAL GROSS		
NML	5,547,006.29	NML	0.00	NML	1,386.39	NML	1,386.39	NML	5,548,392.68
ADJ	-75,942.85	ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	-75,942.85
	5,471,063.44*	ADJ NML	0.00*	ADJ NML	1,386.39*	ADJ NML	1,386.39*	ADJ NML	5,472,449.83*
HR	0.00	HR	0.00	HR	52,943.57	HR	52,943.57	HR	52,943.57
CSAP	61,711.67	CSAP	0.00	CSAP	0.00	CSAP	0.00	CSAP	61,711.67
DEGN	68,496.74	DEGN	0.00	DEGN	0.00	DEGN	0.00	DEGN	68,496.74
LOGN	13,700.09	LOGN	0.00	LOGN	0.00	LOGN	0.00	LOGN	13,700.09
ARR	-549.67	ARR	0.00	ARR	14,347.65	ARR	14,347.65	ARR	13,797.98
NIT	3,141.73	NIT	0.00	NIT	0.00	NIT	0.00	NIT	3,141.73
CELL	3,903.02	CELL	0.00	CELL	0.00	CELL	0.00	CELL	3,903.02
INTR	1,200.00	INTR	0.00	INTR	0.00	INTR	0.00	INTR	1,200.00
SUB	198.00	SUB	42,485.00	SUB	7,320.00	SUB	49,805.00	SUB	50,003.00
CREN	8,360.00	CREN	0.00	CREN	0.00	CREN	0.00	CREN	8,360.00
EDIN	4,192.67	EDIN	0.00	EDIN	0.00	EDIN	0.00	EDIN	4,192.67
CCH	10,400.00	CCH	0.00	CCH	0.00	CCH	0.00	CCH	10,400.00
TRV	1,325.00	TRV	0.00	TRV	0.00	TRV	0.00	TRV	1,325.00
MISC	6,348.98	MISC	0.00	MISC	0.00	MISC	0.00	MISC	6,348.98
SPC	2,200.00	SPC	0.00	SPC	0.00	SPC	0.00	SPC	2,200.00
NTX	8,510.10	NTX	0.00	NTX	0.00	NTX	0.00	NTX	8,510.10
1522	0.00	1522	0.00	1522	231.07	1522	231.07	1522	231.07
DLY	0.00	DLY	1,600.00	DLY	0.00	DLY	1,600.00	DLY	1,600.00

# 029 MOUNTAIN VIEW WHISMAN SD PAYROLL AUDIT PRELIST J55185 PAY510T L.00.22 01/24/24 PAGE 2 PAYNAME: EOM DISTRICT TOTALS PAY DATE: 01/31/2024 END DATE: 01/31/2024

Lock Enabled on Payname. By: A708 Date: 01/24 Time: 12:02

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

#### PAYROLL TOTALS

SALARY	GROSS	DAILY GROSS	ЮН	URLY GROSS	HOURLY AND DAIL	Y GROSS TO	TAL GROSS
ОТ	0.00 0	т 0.00	OT	7,893.26	OT 7,	893.26 OT	7,893.26
TOTAL OT	0.00* TOTAL		TOTAL OT	•	- ,	893.26* TOTAL OT	7,893.26*
	3,138.33* NON- 4,201.77** TO	NML 44,085.00* TAL 44,085.00**	NON-NML TOTAL	82,735.55* 84,121.94**	- ,	820.55* NON-NM 206.94** TOTA	- · <b>,</b> · · · · · ·
TOTAL NUMBER HOU	JRS WORKED:	2504.25 TO	TAL NUMBER DAY	YS WORKED:	191.00		
GROSS	FED IMP GROSS	NTX GROSS	TSA	RET-T	S FED TAX GROSS	FIT	AFIT
5,792,408.71	0.00	196,851.14	208,166.36	521,196.3	5 4,866,194.86	551,921.36	25,591.99
SIT	ASIT	OASDI GROSS	OASDI	MEDI GROS	S MEDICARE	DEF-MEDI GROSS	DEF-MEDI
224,827.98	3,112.00	1,823,566.46	113,061.19	5,595,995.8	7 81,142.08	0.00	0.00
SURV-BEN	SDI	EIC	STRS SUBJ	ST	RS PERS SUBJ	PERS	DED
0.00	14,949.58	0.00	3,850,374.49	393,789.9	2 1,668,326.57	127,406.43	591,307.93
NET	ADJ (+)	ADJ (-)	OASDI EMPR	MEDI EMP	R STRS EMPR	PERS EMPR	
3,457,131.89	1,470.00	78,801.21	0.00	0.0	0.00	0.00	
STATE IMP GROSS	STATE TAX GROSS	STRS (C)	STRS (P)	STRS (O	) PERS (C)	PERS (P)	PERS (O)
0.00	4,866,194.86	204,094.12	189,695.80	0.0	0 42,417.87	84,988.56	0.00
STRS/SUBJ (C)	STRS/SUBJ (P)	STRS/SUBJ (O) F	PERS/SUBJ (C)	PERS/SUBJ (P	) PERS/SUBJ (O)	STRS/SUBJ DBS	STRS DBS
1,991,521.01	1,858,853.48	0.00	605,969.53	1,062,357.0	4 0.00	1,659.00	132.72



## **District Business & Advisory Services**

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

FOR TH	E GOVERNIN	IG BO	DARD OF MOUNTA	IN VIEW W	HISMAN SCHOOL D	DISTRICT	
Payroll	Name:	0	Tenth of Month	0	End of Month	•	Manual
Payroll	Issue Date:	Janu	uary 19, 2024				
			Section 42646 of t n our school distr				
			is \$84				
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Date:	1/17/2024						

#### 029 MOUNTAIN VIEW WHISMAN SD PAYROLL AUDIT PRELIST J47960 PAY510T L.00.22 01/17/24 PAGE 0 PAY DATE: 01/19/2024 END DATE: 01/31/2024

PAYNAME: MID

Lock Enabled on Payname. By: A708 Date: 01/17 Time: 13:38

PAYROLL DATA YEAR: 2024

PAY NAME: MID

RUN TYPE: PRE-LIST

DATE PAID: 01/19/2024

CHECK SORT: REGULAR

CANCEL APD: YES

IGNORE SPECIAL TAX: NO

MAXIMUM NET PAY:

LAST NAME:

CONTROL GROUP:

PAY LOCATION:

PAY CODE:

RETIREMENT SYSTEM:

BALANCE OF CONTRACT ONLY: NO

SSN:

DISTRICTS SELECTED: 29

PAY TYPES SELECTED:

SUPPRESS PPO DETAIL: N

SCHEDULE	CYCLE	CLASS	TYPE	PERIOD END	PAYROLL#	LAST	PAID	WORKED	UC	PAY CODES
M10B06	MO	REG	PAY	01/31/2024	07	NO	10	10	NO	01 02 11 12
M10B07	MO	REG	PAY	01/31/2024	07	NO	10	10	NO	01 02 11 12
M10BSP	MO	SUP	PAY	01/31/2024	07	NO	10	10	NO	01 02 11 12 99 98
M10R06	MO	REG	PAY	01/31/2024	07	NO	10	10	NO	01 02 11 12
M10R07	MO	REG	PAY	01/31/2024	07	NO	10	10	NO	01 02 11 12
M10RSP	MO	SUP	PAY	01/31/2024	07	NO	10	10	NO	01 02 11 12 99 98
M11B07	MO	REG	PAY	01/31/2024	07	NO	11	11	NO	01 02 11
M11B08	MO	REG	PAY	01/31/2024	07	NO	11	11	NO	01 02 11 12
M11RSP	MO	SUP	PAY	01/31/2024	07	NO	11	11	NO	01 02 11 12 99 98
MIDREG	MO	REG	PAY	01/31/2024	07	NO	12	12	NO	01 02 11 12
MIDSUP	MO	SUP	PAY	01/31/2024	07	NO	12	12	YES	01 02 11 12 99 98 05
M11R07	MO	REG	PAY	01/31/2024	07	NO	11	11	NO	01 02 11 12

Lock Enabled on Payname. By: A708 Date: 01/17 Time: 13:38

#### PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

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## Mountain View Whisman School District

## Agenda Item for Board Meeting of 2/29/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Policy 6158 Independent Study / Short Term

**Estimated Time:** 

Person Responsible: Tara Vikjord, Chief Human Relations Officer

## **Background:**

The District is in the process of updating Board Policies at the recommendation of the California School Board Association. Board Policy 6158 Independent Study / Short Term has been presented to reflect those recommendations.

## **Fiscal Implication:**

none

## **Recommended Action:**

It is recommended that the Board of Trustees approve Board Policy (BP) 6158: Independent Study / Short Term at first reading, as presented.

## **ATTACHMENTS:**

Description	Type	Upload Date
REDLINED BP 6158 Independent Study Short Term	Backup Material	2/13/2024
UPDATED BP 6158 Independent Study Short Term.pdf	Backup Material	2/13/2024

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT Mountain View, California

Instruction

Board Policy No. 6158: Independent Study / Short Term

Policy Adopted: August 22, 2019 Policy Reviewed: February 2, 2024

## **INDEPENDENT STUDY/SHORT-TERM**

The Governing Board authorizes independent study as an optional alternative instructional strategy for by which students whose needs may be best met through study outside of the regular classroom setting. in grades K 8 may reach curriculum objectives and fulfill promotion requirements. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered for short- or long-term placements, on a full-time or part-time basis, and/or in conjunction with part- or full-time classroom study.

whose needs may be met best through study outside of the regular classroom setting on a short-term basis.

The Board shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult education students. (Education Code 51747; 5 CCR 11701)

Student participation in independent study shall be voluntary and no student shall be required to participate.

(Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and

documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days. (Education Code 46300 )

The maximum period of time for any independent study option shall be 14 school days for the school year.

The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than they would in the regular classroom.

The minimum period of time for any independent study option shall be five school days.

## **General Independent Study Requirements**

The Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for participation and is likely to succeed as well as or better than the student would in the regular classroom setting.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of programs. When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date specified in the student's written agreement.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT Mountain View, California

Instruction

Board Policy No. 6158: Independent Study / Short Term

Policy Adopted: August 22, 2019

Policy Reviewed: February 29, 2024

INDEPENDENT STUDY/SHORT-TERM

The Governing Board authorizes independent study as an optional alternative instructional strategy for

students whose needs may be best met through study outside of the regular classroom setting. Independent

study shall offer a means of individualizing the educational plan to serve students who desire a more

challenging educational experience, whose health or other personal circumstances make classroom

attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to

make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be

offered for short- or long-term placements, on a full-time or part-time basis, and/or in conjunction with part-

or full-time classroom study.

The Board shall hold a public hearing when considering the scope of its existing or prospective use of

independent study as an instructional strategy, its purposes in authorizing independent study, and factors

bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed

assignments for specific populations of students or adult education students. (Education Code 51747; 5 CCR

11701)

Student participation in independent study shall be voluntary and no student shall be required to participate.

(Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who

possesses a valid certification document pursuant to Education Code 44865 or an emergency credential

pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT Mountain View, California

documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days. (Education Code 46300 )

The maximum period of time for any independent study option shall be 14 school days for the school year.

## **General Independent Study Requirements**

The Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for participation and is likely to succeed as well as or better than the student would in the regular classroom setting.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of programs. When necessary, based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date specified in the student's written agreement.

## Mountain View Whisman School District

## Agenda Item for Board Meeting of 2/29/2024

**Agenda Category:** CONSENT AGENDA

Agenda Item Title: Board Policy 6158 (a)(b) Remote Independent Study

**Estimated Time:** 

Person Responsible: Tara Vikjord, Chief Human Relations Officer

## **Background:**

The policy is no longer needed because it specifies how districts were to offer independent study for the 2021-22 school year during the pandemic. MVWSD has an existing policy - 6158 BP - Independent Study/Short-term - that outlines general parameters for independent study

## **Fiscal Implication:**

## **Recommended Action:**

It ir recommended that the Board of Trustees approve the deletion of Board Policy 6158 (a)(b) Remote Independent Study, as presented.

## **ATTACHMENTS:**

Description	Type	Upload Date
BP 6158 (a)(b) Remote Independent Study	Backup Material	2/13/2024

# **Delete policy**

# 6158 (a)(b) BP - Remote Independent Study¶

**Instruction**¶

Reviewed Aug 3. 2021¶

¶

AB130 Remote Independent Study BP 6158(a)(b)¶

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The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make upcredits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part or full-time classroom study. The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.¶

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(cf. 0420.4 - Charter School Authorization)¶ (cf. 6181 - Alternative Schools/Programs of Choice)¶

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A student's participation in independent study shall be voluntary. (Education Code 51747, 51749.5) Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)¶

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The minimum period of time for any independent study option shall be three consecutive school days.¶

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## **General Independent Study Requirements**¶

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For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)¶

¶

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.¶

(cf. 5147 - Dropout Prevention)¶

(cf. 6011 - Academic Standards)¶

(cf. 6143 - Courses of Study)¶

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6172 - Gifted and Talented Student Program)¶

(cf. 6200 - Adult Education)¶

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Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.¶

¶.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)¶

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- 1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student-achievement and engagement specified in Education Code 52060¶
- 2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments¶
- 3. Learning required concepts, as determined by the supervising teacher
- 4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher¶

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The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)¶

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The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)¶

- 1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction¶
- 2. For students in grades 4-8, opportunities for both daily live interaction and at least-weekly synchronous instruction¶

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The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)¶

¶

- 1. Verification of current contact information for each enrolled student¶
- 2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation¶
- 3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary¶

4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being¶

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The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)¶

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The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)¶

¶

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021–22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student parent educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)¶

¶.

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)¶

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## **Master Agreement**¶

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For the 2021–22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction. A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)¶

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The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement. The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)¶

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- 1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress¶
- 2. The objectives and methods of study for the student's work and the methods used to evaluate that work¶
- 3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work¶
- 4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments, which will trigger an evaluation of whether the student should be allowed to continue in independent study¶
- 5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year¶
- 6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion¶
- 7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.¶
- 8. A statement that independent study is an optional educational alternative in which nostudent may be required to participate¶
- 9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction¶

## (cf. 5144.1 - Suspension and Expulsion/Due Process)¶

10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is underage 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student. However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student's parent/ guardian, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.¶

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)¶

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study. Course-Based Independent-Study The district's course-based independent study program for students in grades K-12-shall be subject to the following requirements: (Education Code 51749.5)¶

- 1. A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6¶
- 2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction. (cf. 4112.2 Certification)¶ 3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in person, classroom based instruction, and shall be aligned to all relevant local and state content standards. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom based courses. The certification shall also include plans to provide opportunities for students in grades transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, and

for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction.¶

- 4. Students enrolled in these independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.¶
- 5. For each student participating in an independent study course, satisfactory educationalprogress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher. If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and the student's parent/guardian. The teacher shallconduct an evaluation to determine whether it is in the student's best interest to remainin the course or whether the student should be referred to an alternative program, whichmay include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for threeyears from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school. Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based-Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being. (cf. 5125 - Student Records)¶
- 6. Examinations shall be administered by a proctor.
- 7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test-

results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses. (cf. 6162.51 - State Academic Achievement Tests)¶

- 8. A student shall not be required to enroll in courses included in the course-based independent study program.¶
- 9. The student teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.¶
- 10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208. (cf. 6111 School Calendar) (cf. 6112 School Day)¶
- 11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.¶
- 12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011. (cf. 3260 Fees and Charges)¶
- 13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.¶
- 14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.¶
- 15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.¶
- 16. The district shall maintain a plan to transition any student whose family wishes toreturn to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.¶

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## **Learning Agreement for Course-Based Independent Study**¶

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and the student's parent/guardian with a written-learning agreement that includes all of the following: (Education Code 51749.6)¶

¶

- 1. A summary of the district's policies and procedures related to course based independent study pursuant to Education Code 51749.5¶
- 2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above¶
- 3. The duration of the learning agreement, which shall not exceed a school year or span-multiple school years¶
- 4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program¶
- 5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work¶
- 6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.¶
- 7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall INDEPENDENT STUDY (continued) BP 6158(o) include the statement that instruction may be provided to the student through course based independent study only if the student is offered the alternative of classroom instruction.¶
- 8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.¶
- 9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.¶
- 10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before

an evaluation of whether the student should be allowed to continue in course-based independent study.¶

11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.¶

12. Before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, the student's parent/guardian or caregiver, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550–6552. However, for the 2021–22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction. Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)¶

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The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6) The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)¶

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Student-Parent-Educator Conferences A student-parent-educator conference shall be held-as appropriate including, but not limited to, as a reengagement strategy and/or if-requested by a parent/guardian prior to enrollment in or disenrollment from independent-study. (Education Code 51745.5, 51747, 51749.5)¶

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## Records for Audit Purposes¶

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The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5-CCR 11703)¶

- 1. A copy of the Board policy, administrative regulation, and other procedures related to-independent study¶
- 2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8¶
- 3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher¶
- 4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons¶ 5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5) ¶ 6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid-certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)¶

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. (Education Code 51747.5)¶

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5) (cf. 3580 - District Records)¶

The signed, dated agreement, any supplemental agreement, assignment records, worksamples, and attendance records may be maintained on file electronically. (Education Code 51747)¶

¶

**Program Evaluation**¶

¶

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.¶

## Mountain View Whisman School District

## Agenda Item for Board Meeting of 2/29/2024

Agenda Category: CONSENT AGENDA

Agenda Item Title: Board Policy (BP) 5148.3 Preschool/Early Childhood Education

**Estimated Time:** 

Person Responsible: Cathy Baur, Chief Academic Officer / Terri Kemper, Director of Preschool

## **Background:**

The District is in the process of updating Board Policies at the recommendation of the California School Board Association. Board Policy (BP) 5148.3 Preschool/Early Childhood Education has been presented to reflect those recommendations.

## **Fiscal Implication:**

None

### **Recommended Action:**

It is recommended that the Board of Trustees approve Board Policy (BP 5148.3 Preschool/Early Childhood Education at first reading, as presented.

## **ATTACHMENTS:**

Description	Type	Upload Date
LINED OUT BP 5148.3 Preschool_Early Childhood Education	Backup Material	2/14/2024
UPDATED BP 5148.3 Preschool_Early Childhood Education	Backup Material	2/14/2024

BP 5148.3 Preschool Early Childhood Education

Board Policy No. 5148.3

Approved: dateMay 2, 2019

PRESCHOOL/EARLY CHILDHOOD EDUCATION

The Governing Board recognizes the value of that high-quality preschool experiences that enhance help children's social-emotional development and acquisition of instructional knowledge, skills, and abilities.children ages 3-4 years to develop knowledge, skills,

abilities, and attributes necessary for a successful transition into the elementary

education program. The Board desires to provide a supervised and cognitively rich

learning environment designed to facilitate the transition to kindergarten for three- and

four-year-old children. Such programs should provide developmentally appropriate

activities in a safe, adequately supervised, and cognitively rich environment.

Collaboration with Community Programs

The Superintendent or designee shall collaborate with the local child care and development planning council, the county office of education, other public agencies, organizations, and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a comprehensive district wide and/or countywide plan to increase children's access to high-quality preschool programs.

The Superintendent or designee shall provide information about preschool options in the community to parents/guardians upon request.

To receive preschool services, a child and the child's parent(s)/guardian(s) shall be required to provide evidence of residency in California. However, any person identified as experiencing homelessness shall only be required to submit a declaration that the person resides in California. (5 CCR 17745)

Preschool eligibility determinations shall be made without regard to a child's immigration status or that of the child's parent(s)/guardian(s) unless the child or the child's parent(s)/guardian(s) are under a final order of deportation from the U.S. Department of Homeland Security. (5 CCR 17745)

## District Preschool Programs

When the Board determines that it is feasible, the district may contract with the California Department of Education (CDE) to provide preschool services in facilities at or near district schools, either directly or through a subcontract with a public or private provider.

District preschool programs shall comply with all health and safety laws and regulations, including, when applicable, licensure requirements pursuant to 22 CCR 101156.

The Board shall approve, for the district's preschool program, a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 17701-17711 and the accompanying administrative regulation. (5 CCR 17701)5 CCR 18272-18281and the accompanying administrative regulation. (5 CCR 18271)

The Board shall set priorities for establishing or expanding services as resources become available, giving consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing district schools.

## (cf. 6171 - Title I Programs)

Preschool classroom needs shall be addressed in the district's facilities master plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options for preschool classrooms and/or facilities available through partnering organizations or agencies.

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning.

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6010 - Parent Involvement)

The Superintendent or designee shall coordinate the district's preschool program, transitional kindergarten program (TK), and elementary education program to provide a developmental continuum that builds upon children's growing skills and knowledge. In order to provide families with the option of a full-day, high-quality instructional program, the district may enroll children who are in a TK or kindergarten program in a California State Preschool Program (CSPP) before and/or after the regular school day.

If an early enrollment child is enrolled in the district's TK program, the district shall concurrently offer the child enrollment in the district's CSPP program, subject to available space. (Education Code 48000.15)

Achild's eligibility for TK enrollment shall not impact family eligibility for a preschool or child care program. (Education Code 8205, 48000)

The district's program shall be aligned with preschool learning foundations and curriculum frameworks developed by CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program shall be designed to facilitate children's development in essential skills in the areas of language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The Superintendent or designee shall identify dual language learners in district preschool programs, and shall collect and report related data to CDE as required by Education Code 8241.5. The district's preschool program shall include activities and services that meet the needs of dual language learners for support in the development of their home language and English. (Education Code 8203)

The district's preschool program shall serve children with exceptional needs as required by Education Code 8208. Children with exceptional needs attending any CSPP program shall be educated in the least restrictive environment in accordance with 20 USC 1412.

The district's preschool program shall provide appropriate services to support the needs of at-risk children.

## (cf. 6174 - Education for English Learners)

To maximize the ability of children to succeed in the preschool program, the program shall support children's health through proper nutrition and physical activity and shall provide or make referrals to available health and social services as needed.

## (cf. 3550 - Food Services/Child Nutrition Program)

The district shall encourage volunteerism in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

Preschool admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a health examination requirement. (5 CCR 17743; 22 CCR 101218.1)(CCR 18105; 22 CCR 101218)

The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8208, 8210, and 8211 and 5 CCR 17746-177488263 and 5 CCR 18106.

The Superintendent or designee shall recommend strategies to link the district's preschool program with other available child care and development programs in the district or community in order to assist families whose child care needs extend beyond the length of time that the district's part-day preschool program is offered.

The Superintendent or designee shalldesignee shall shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of preschool children and their families as specified in Board Policy 6170.1 - Transitional Kindergarten. (Education Code 8281.5)develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 18279)

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 17709-17711)

The district's Williams uniform complaint procedures, with modifications as necessary, shall be used to investigate and resolve complaints alleging violation of applicable health or safety requirements for license-exempt programs operating under the California State Preschool Program. However, licensed programs shall refer complaints alleging health and safety violations to the California Department of Social Services. (Education Code 8212; 5 CCR 4610, 4611, 4690-4694, 17781)(Education Code 8235.5; 5 CCR 4610 4611)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

The Superintendent or designee shall regularly report to the Board regarding enrollment in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

**Students** 

**Board Policy No. 5148.3** 

Policy Adopted: May 2, 2019

Policy Revised: February 29, 2024

### PRESCHOOL/EARLY CHILDHOOD EDUCATION

The Governing Board recognizes the value of high-quality preschool experiences to enhance children's social-emotional development and acquisition of instructional knowledge, skills, and abilities. The Board desires to provide a supervised and cognitively rich learning environment designed to facilitate the transition to kindergarten for three- and four-year-old children.

The Superintendent or designee shall collaborate with the local child care and development planning council, the county office of education, other public agencies, organizations, and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a comprehensive districtwide and/or countywide plan to increase children's access to high-quality preschool programs.

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The Superintendent or designee shall regularly report to the Board regarding enrollment in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

## Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

### State code

- 22 CCR 101151-101191, Licensing and application procedures
- 22 CCR 101151-101239.2, General requirements; licensed child care centers
- 22 CCR 101212-101231, Continuing requirements
- 22 CCR 101237-101239.2, Facilities and equipment
- 5 CCR 14001-14036, School housing
- 5 CCR 17700-17833, California State Preschool Program
- 5 CCR 17701-17711, General Program Requirements
- 5 CCR 17746-17748, Enrollment priorities
- 5 CCR 18295, Waiver of qualifications for site supervisor
- 5 CCR 4600-4670, Uniform complaint procedures
- 5 CCR 4690-4694, Complaints regarding health and safety issues in license-exempt preschool programs
- 5 CCR 80067, Professional Clear Early Childhood Education Specialist Instruction Credential
- 5 CCR 80105-80125, Commission on Teacher Credentialing; child care and development permits

Ed. Code 17375, California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program

Ed. Code 44065, Issuance of and functions requiring credentials

Ed. Code 44256, Authorization for teaching credentials

Ed. Code 48000-48003, Kindergartens

Ed. Code 48985, Notices to parents in language other than English

Ed. Code 60910, Data for students enrolled in California State Preschool Program

Ed. Code 69617, Golden State Teacher Grant Program

Ed. Code 8200-8340, California State Preschool Program

Ed. Code 8489-8489.1, Expulsion and suspension procedures

H&S Code 120325-120380, Immunization against communicable diseases

H&S Code 1596.70-1596.895, California Child Day Care Act

H&S Code 1596.90-1597.21, Day care centers

W&I Code 10207-10215, General provisions

W&I Code 10207-10492.2, Child Care and Development Services Act

W&I Code 10217-10224.5, Resource and referral programs

W&I Code 10225-10234, Alternative payment programs

W&I Code 10235-10238, Migrant child care and development programs

W&I Code 10240-10243, General child care and development programs

W&I Code 10250-10252, Family child care home education networks

W&I Code 10260-10263, Child care and development services for children with special needs

W&I Code 10480-10487, Local planning councils

### Federal Code

20 USC 1400-1482, Individuals with Disabilities Education Act

20 USC 6311-6322, Title I, relative to preschool

20 USC 6391-6399, Education of migratory children

42 USC 9831-9852c, Head Start programs

42 USC 9857-9858r, Child Care and Development Block Grant

45 CFR 1301.1-1305.2, Head Start

### Management Resources

CA Commission on Teacher Credentialing Publication, Proposed Amendments to Title 5 of the California Code of Regulations Pertaining to the PK-3 Childhood Education Specialist Credential, Coded Correspondence 23-02, February 10, 2023

California Department of Education Publication, California State Preschool Program and Children with Disabilities (Exceptional Needs), Early Education Division Management Bulletin 23-02, February 2023

California Department of Education Publication, Part-day California State Preschool Program as an Extended Learning and Care Option, Early Education Division Management Bulletin 23-05, April 2023

California Department of Education Publication, Assessment and Reporting of Family Fees for Fiscal Year (FY) 2023–24, Early Education Division Management Bulletin 23-07, September 2023

California Department of Education Publication, Suspension and Expulsion in the California State Preschool Program, Early Education Division Management Bulletin 23-08, September 2023

California Department of Education Publication, Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009

California Department of Education Publication, California Preschool Learning Foundations

California Department of Education Publication, First Class: A Guide for Early Primary Education, 1999

CSBA Publication, The Importance of Early Childhood Education Programs, September 2019

CSBA Publication, The Preschool Landscape in California and Strategies for Expansion, January 2020

U.S. Department of Education Publication, Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016

Website, California Department of Education, Universal Prekindergarten, California's Great Start

Website, California Office of Administrative Law

Website, California County Superintendents Educational Services Association

Website, CSBA District and County Office of Education Legal Services

Website, California Commission on Teacher Credentialing

Website, National Institute for Early Education Research

Website, California Head Start Association

Website, California Preschool Instructional Network

Website, Child Development Policy Institute

Website, California Association for the Education of Young Children

Website, First 5 California

Website, California Department of Social Services

Website, Cities Counties and Schools Partnership

Website, CSBA

Website, U.S. Department of Education

Website, California Department of Education

### Cross References

0415, Equity

0470, COVID-19 Mitigation Plan

0500, Accountability

1240, Volunteer Assistance

1240, Volunteer Assistance

1312.3, Uniform Complaint Procedures

1312.3, Uniform Complaint Procedures

- 1312.3-E(1), Uniform Complaint Procedures
- 1312.3-E(2), Uniform Complaint Procedures
- 1330, Use Of School Facilities
- 1330, Use Of School Facilities
- 1330.1, Joint Use Agreements
- 1340, Access To District Records
- 1340, Access To District Records
- 1400, Relations Between Other Governmental Agencies And The Schools
- 1700, Relations Between Private Industry And The Schools
- 3260, Fees And Charges
- 3260, Fees And Charges
- 3280, Sale Or Lease Of District-Owned Real Property
- 3280, Sale Or Lease Of District-Owned Real Property
- 3523, Electronic Signatures
- 3523, Electronic Signatures
- 3541, Transportation Routes And Services
- 3550, Food Service/Child Nutrition Program
- 3550, Food Service/Child Nutrition Program
- 3580, District Records
- 3580, District Records
- 4112, Appointment And Conditions Of Employment
- 4112.2, Certification
- 4112.2, Certification
- 4112.4. Health Examinations
- 4112.5, Criminal Record Check
- 4112.5-E(1), Criminal Record Check
- 4112.6, Personnel Files
- 4131, Staff Development
- 4212.4, Health Examinations
- 4212.5, Criminal Record Check
- 4212.5-E(1), Criminal Record Check
- 4212.6, Personnel Files
- 4222, Teacher Aides/Paraprofessionals
- 4222, Teacher Aides/Paraprofessionals

- 4231, Staff Development
- 4312.4, Health Examinations
- 4312.5, Criminal Record Check
- 4312.5-E(1), Criminal Record Check
- 4312.6, Personnel Files
- 4331, Staff Development
- 5020, Parent Rights And Responsibilities
- 5020, Parent Rights And Responsibilities
- 5030, Student Wellness
- 5111, Admission
- 5111, Admission
- 5125, Student Records
- 5125, Student Records
- 5141.23, Asthma Management
- 5141.23, Asthma Management
- 5141.26, Tuberculosis Testing
- 5141.31, Immunizations
- 5141.31, Immunizations
- 5141.32, Health Screening For School Entry
- 5141.6, School Health Services
- 5141.6, School Health Services
- 5144.1, Suspension And Expulsion/Due Process
- 5144.1, Suspension And Expulsion/Due Process
- 5145.6, Parent/Guardian Notifications
- 5145.6-E(1), Parent/Guardian Notifications
- 5148, Child Care And Development
- 5148, Child Care And Development
- 6011, Academic Standards
- 6020, Parent Involvement
- 6020, Parent Involvement
- 6159, Individualized Education Program
- 6159, Individualized Education Program
- 6164.4, Identification And Evaluation Of Individuals For Special Education
- 6164.4, Identification And Evaluation Of Individuals For Special Education

- 6170.1, Transitional Kindergarten
- 6171, Title I Programs
- 6171, Title I Programs
- 6173, Education For Homeless Children
- 6173, Education For Homeless Children
- 6173-E(1), Education For Homeless Children
- 6173-E(2), Education For Homeless Children
- 6173.1, Education For Foster Youth
- 6173.1, Education For Foster Youth
- 6173.2, Education Of Children Of Military Families
- 6173.2, Education Of Children Of Military Families
- 6174, Education For English Learners
- 6174, Education For English Learners
- 6175, Migrant Education Program
- 6175, Migrant Education Program
- 6200, Adult Education
- 6200, Adult Education
- 7110, Facilities Master Plan
- 7210, Facilities Financing

## Mountain View Whisman School District

## Agenda Item for Board Meeting of 2/29/2024

Agenda Category: REVIEW AND DISCUSSION

**Agenda Item Title:** Early Literacy Update (45 minutes)

**Estimated Time:** 

**Person Responsible:** 

Cyndee Nguyen

Director of Early Literacy

## **Background:**

Staff will provide an update on early literacy.

## **Fiscal Implication:**

None

## **Recommended Action:**

None

## **ATTACHMENTS:**

Description	Type	Upload Date
Early Literacy Update Presentation	Backup Material	2/12/2024
Early Literacy Update Summary	Backup Material	2/12/2024



# Early Literacy Update

February 29, 2024





## Alignment

## **Alignment to Strategic Plan 2027**

 Goal Area #1: Effective and consistent instructional practices that meet the needs of all students

## **Why Early Literacy**

- Shift in emphasis from learning to read to reading to learn from 2nd to 3rd grade
- By the end of last year:
  - 67% of 2nd graders were reading at grade level
  - 14% of 2nd graders were reading at the Kindergarten level
- Need to align our instruction across the district to evidence-based instruction and the Science of Reading

## **Formation of an Early Literacy Team**

- 1 Director, 5 Reading Intervention Teachers, and
   5 Instructional Assistants
- Supporting foundational reading skills development through:
  - Reading intervention
  - Professional development
  - Family education and engagement
- Supporting the shift to structured literacy and the Science of Reading through:
  - Collaboration with principal and coach teams
  - Professional development for leaders and teachers

## The Science of Reading

- Consensus from many related disciplines (developmental psychology, educational psychology, cognitive science, neuroscience, and reading education) about
  - how our brains learn to read,
  - why some people have difficulty learning how to read, and
  - the type of instruction that works the best for the most students.
- Based on thousands of studies over the last five decades, supported by hundreds of millions of research dollars, conducted across the world in many languages.

## Visual Representation of Skilled Reading: Scarborough's Rope

## **Language Comprehension**

## **Background Knowledge**

(facts, concepts, etc.)

## Vocabulary

(breadth, precision, links, etc.)

## **Language Structures**

(syntax, semantics, etc.)

## **Verbal Reasoning**

(inference, metaphor, etc.)

## **Literacy Knowledge**

(print concepts, genres, etc.)

## **Word Recognition**

## **Phonological Awareness**

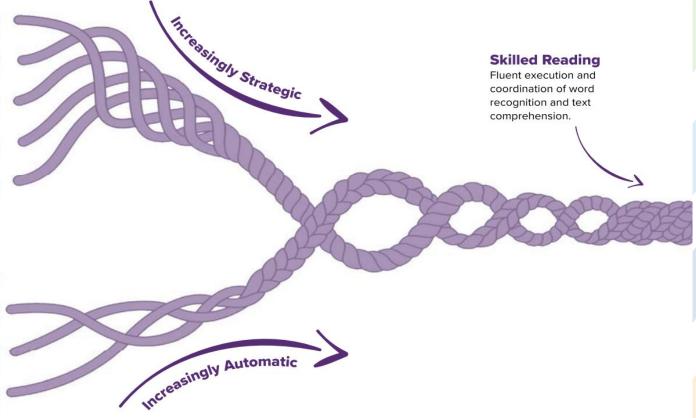
(syllables, phonemes, etc.)

### Decoding

(alphabetic principle, spelling-sound correspondences)

## **Sight Recognition**

(of familiar words)



The Reading Rope (Scarborough, 2001)



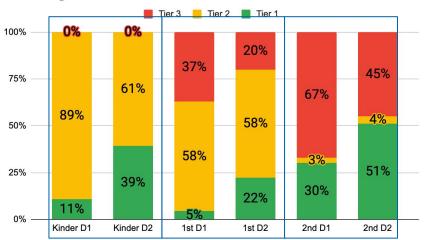
## Reading Intervention Work to Date

## Reading Intervention Approach

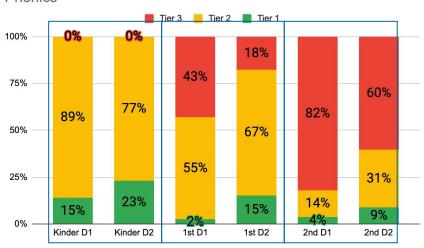
- Data-driven tiered support
  - Follow our district's Universal Data Cycle calendar
  - Flexible groupings that adjust with each UDC
  - Data sources include iReady, reading difficulty screeners, early literacy assessments
- Systematic, evidence-based multimodal approach for teaching, reteaching, practicing, and reinforcing foundational skills

## Reading Intervention iReady Data (CA, MI, ML, TH)

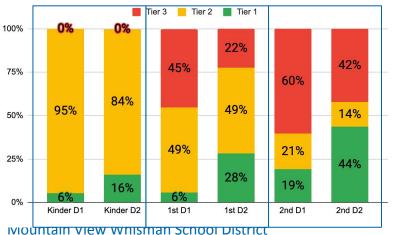
## **Phonological Awareness**



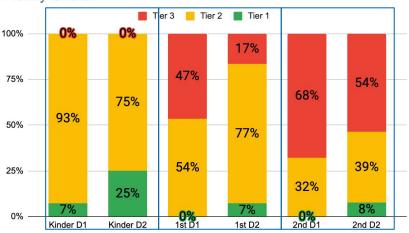
## **Phonics**



## High Frequency Words



## iReady Overall



## Reading Intervention Students (CA, MI, ML, TH)

	Kinder	1st	2nd
# of students flagged for reading difficulty (Winter dyslexia screener)	27	44	72
# of students receiving reading intervention from RI teacher	53	80	72
% of students receiving RI from RI teacher*	30%	45%	41%
# of students exiting RI	20	19	11
English Learners	36	57	51
Hispanic/Latino	42	65	66
Socioeconomically disadvantaged	35	59	56
Students with disabilities  Mountain View Whisman School District	16	10	18

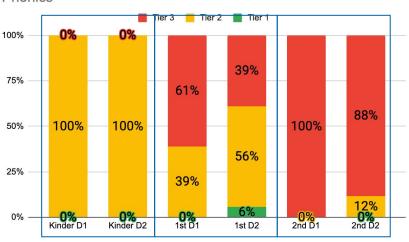
<sup>\*</sup>The remainder of the students receive intervention or enrichment from their classroom teacher during the RI block.

## **Castro Reading Intervention iReady Data**

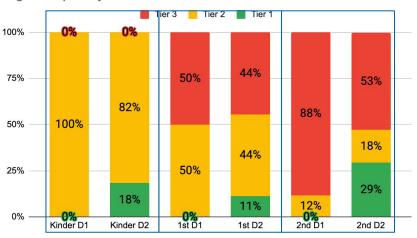
## Phonological Awareness



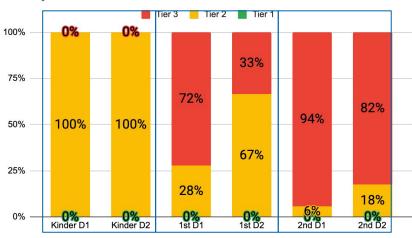
### **Phonics**



High Frequency Words



iReady Overall



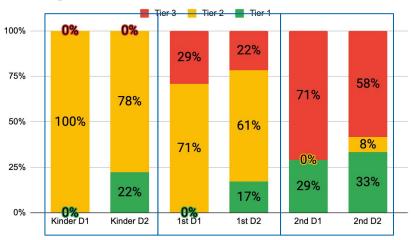
### **Castro Reading Intervention Students**

	Kinder	1st	2nd
# of students flagged for reading difficulty (Winter dyslexia screener)	3	18	22
# of students receiving reading intervention from RI teacher*	11	18	18
% of students receiving RI from RI teacher	41%	49%	47%
# of students exiting RI	6	4	2
English Learners	11	16	15
Hispanic/Latino	11	18	16
Socioeconomically disadvantaged	10	15	15
Students with disabilities  Mountain View Whisman School District	8	4	4 13

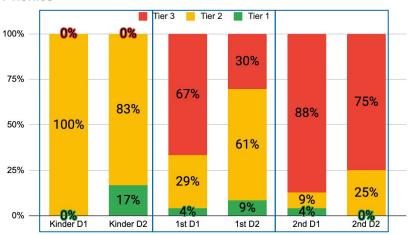
<sup>\*</sup>The remainder of the students receive intervention or enrichment from their classroom teacher during the RI block.

### Mistral Reading Intervention iReady Data

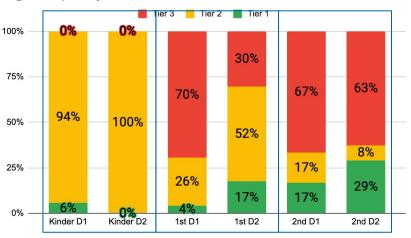
#### Phonological Awareness



#### **Phonics**



High Frequency Words



#### iReady Overall

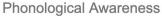


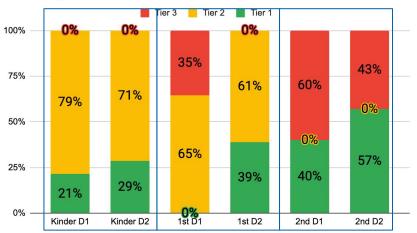
### **Mistral Reading Intervention Students**

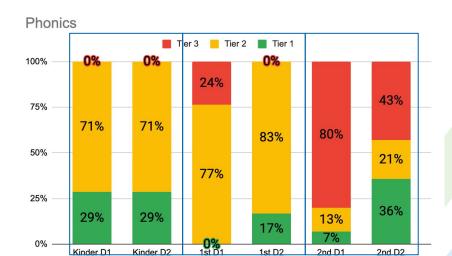
	Kinder	1st	2nd
# of students flagged for reading difficulty (Winter dyslexia screener)	19	15	27
# of students receiving reading intervention from RI teacher	18	24	24
% of students receiving RI from RI teacher*	26%	35%	38%
# of students exiting RI	8	9	6
English Learners	17	19	20
Hispanic/Latino	18	19	21
Socioeconomically disadvantaged	15	17	19
Students with disabilities  Mountain View Whisman School District	5	1	7

<sup>\*</sup>The remainder of the students receive intervention or enrichment from their classroom teacher during the RI block.

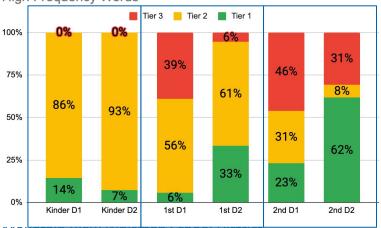
### Monta Loma Reading Intervention iReady Data



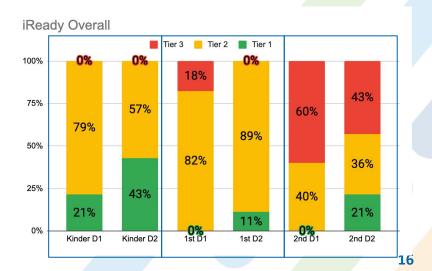








iviountain view whisman school district



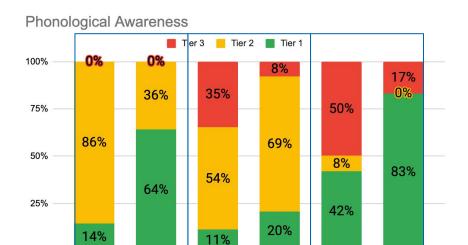
### **Monta Loma Reading Intervention Students**

	Kinder	1st	2nd
# of students flagged for reading difficulty (Winter dyslexia screener)	1	4	10
# of students receiving reading intervention from RI teacher	10	17	10
% of students receiving RI from RI teacher*	30%	48%	29%
# of students exiting RI	4	3	3
English Learners	5	8	4
Hispanic/Latino	9	11	10
Socioeconomically disadvantaged	6	10	5
Students with disabilities  Mountain View Whisman School District	2	2	2

<sup>\*</sup>The remainder of the students receive intervention or enrichment from their classroom teacher during the RI block.

### **Theuerkauf Reading Intervention iReady Data**

2nd D2



1st D1

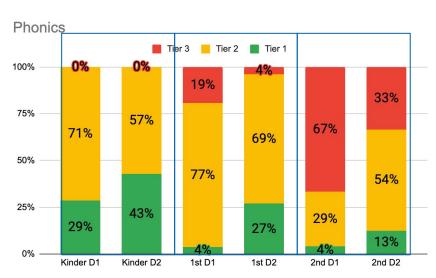
1st D2

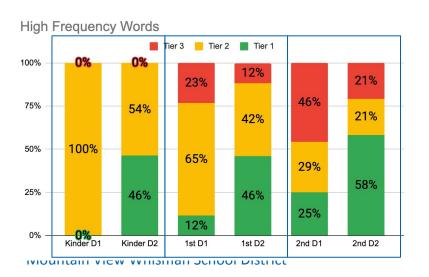
2nd D1

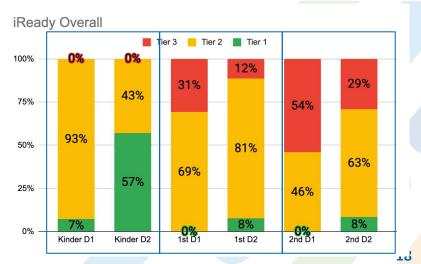
0%

Kinder D1

Kinder D2







### **Theuerkauf Reading Intervention Students**

	Kinder	1st	2nd
# of students flagged for reading difficulty (Winter dyslexia screener)	4	7	13
# of students receiving reading intervention from RI teacher	14	21	20
% of students receiving RI from RI teacher*	30%	51%	48%
# of students exiting RI	2	3	0
English Learners	3	14	12
Hispanic/Latino	4	17	19
Socioeconomically disadvantaged	4	17	17
Students with disabilities  Mountain View Whisman School District	1	3	5 19

<sup>\*</sup>The remainder of the students receive intervention or enrichment from their classroom teacher during the RI block.

## **Reading Intervention Data**

- Reduced students in Tier 3:
  - 2nd grade phonological awareness: -22%
  - 1st grade phonics: -36%
  - 1st grade high frequency words: -23%
  - 1st grade overall: -30%
- Increased students in Tier 1:
  - Kinder phonological awareness: + 28%
  - 1st grade high frequency words: + 22%
  - 2nd grade high frequency words: +25%

## **Reading Intervention Data**

- Exited 50 students from RI
  - At or near proficiency in phonological awareness and phonics
  - Replaced with additional students
- Consolidated some RI groups at ML
  - Redeployed staff to support CA part time
- Staff also running four 3rd/4th grade groups
  - 4- 3rd graders at CA/MI
  - 10-4th graders at CA/MI
- 7- 3rd graders at ML



# Additional Early Literacy Work to Date

## Science of Reading Professional Development: Leadership

- Professional development on the SOR and instructional shifts
  - 4 sessions for entire instructional Leadership
     Team
  - 2 sessions for instructional coaches
- Collaboration with each site team to plan for site-based SOR PD in spring 2024
  - Differentiated based on current practices and systems at each site
- In preparation for elementary ELA curriculum adoption fall 2024

## Science of Reading Professional Development: Teachers

- Differentiated, site based PD for all elementary schools
- PD on first teaching of foundational skills during core instruction for early literacy sites (CA, MI, ML, TH)
  - Collaboration and observations of RI teachers
- After school PD series on evidence-based instructional strategies
  - Elementary and middle school RTI
  - Over 20 teachers at each session
- Vocabulary (morphology) at Crittenden
- SOR in early childhood for PK/TK staff

## **Family Education and Engagement**

- Family Reading Club pilot program at Theuerkauf for RI 1st & 2nd graders and their families
- Monthly meetings:
  - Build community
  - Practice an at-home activity to support literacy
  - Receive a set of personalized take-home decodable books that provide video support in English and Spanish on phonics target skill
- 15 families attend regularly
- Session topics include working memory development through games, irregular word practice, sounds in the English language, fluency



## Considerations

## **Early Literacy Considerations**

- Reading intervention is to fill gaps so that students can more fully access the general education curriculum
- The success of RI is contingent on the strength of core, first teaching
- RI is focused on one strand of reading, not the whole process
- The focus of this year's SOR PD is to support the transition to new curriculum built from the SOR
  - PD at early literacy sites and after school PD series for teachers to implement strategies this year



## **Next Steps**

### **Next Steps**

- Continue progress monitoring and providing reading intervention at the early literacy sites
- Support the shift to SOR and evidence based practices through PD and site collaboration
- Collaborate with PK/TK and K-5 ELA adoption committee to plan for successful transition and implementation of new curriculum
- Provide input on early literacy to the Reimagining Castro Educational Roundtable
- Next Early Literacy update at 6/13 Board meeting

#### **Early Literacy Update February 2024**

In order to support MVWSD's Strategic Plan goal of providing effective and consistent instructional practices that meet the needs of all students, our district has created an early literacy team.

Third grade marks the shift of learning to read to reading to learn, meaning that reading shifts from a focus on decoding words and making sense of words on a page to reading as a tool for learning new information. Therefore, it is critical that students are reading at grade level by the time they reach third grade. In Spring 2023, only 67% of our district's second graders were reading at grade level (Tier 1), according to iReady Reading diagnostic 3. Additionally, there is a need across the district to align our instructional practices with evidence-based instruction and the Science of Reading.

In response to the data, MVWSD placed an increased focus on supporting early literacy through the formation of an early literacy team. In addition to a Director of Early Literacy, the team includes 5 reading intervention (RI) teachers and 5 instructional assistants (IA). The team supports foundational reading skills development through reading intervention, professional development, and family education and engagement. The team also supports the shift to structured literacy, evidence-based instructional practices, and the Science of Reading through collaboration with principal and coach teams and providing professional development for leaders and teachers.

Although the Science of Reading has become more widely discussed in the last few years, it is not new. The Science of Reading is based on over five decades of research across many disciplines on how our brains learn to read, why some people have difficulty learning how to read, and the type of instruction that works the best for the most students.

Scarborough's Rope provides a helpful visual representation of skilled reading. Skilled reading is the product, or outcome, of both language comprehension and word recognition. There are several components that make up word recognition and language comprehension. Skilled readers become increasingly automatic with their word recognition skills and increasingly strategic in how they use language comprehension. It is important to note that word recognition is not biologically natural. Our brains are not wired for reading--we must develop that area of our brain through explicit teaching and practice. Language comprehension, however, is biologically natural--the majority of people are able to develop speech naturally and it is developed and nurtured through both explicit and implicit teaching. Scarborough's Rope is a helpful model to understand how to effectively plan for first, core instruction as well as to determine the best way to intervene when a student is having difficulty. Since reading comprehension is the outcome of automatic word recognition and strategic language comprehension, we can target our reading intervention on the individual strands of the reading rope that are weaker. Reading comprehension difficulties are often a result of either undeveloped word recognition or limited vocabulary and background knowledge.

#### **Reading Intervention Work to Date**

The early literacy team's approach to intervention is to provide data-driven tiered support following our district's Universal Data Cycle calendar as part of our Multi Tiered System of Supports (MTSS). This means that groups are formed based on several data sources including iReady, reading difficulty screeners, and other early literacy assessments. Each intervention cycle lasts for 8-9 weeks. Students' progress is monitored throughout the cycle. At the end of each cycle, students are given a post-assessment to determine continued need for or exit from reading intervention. Our RI team utilizes a systematic, evidence-based multimodal approach for teaching, reteaching, practicing, and reinforcing foundational word recognition skills.

iReady Diagnostic 2 data shows that reading students are making progress on the targeted foundational skills of phonological awareness, phonics, and high frequency words. There were double digit reductions in the percentage of students scoring in Tier 3 in several areas. Highlights include:

- -22% 2nd grade phonological awareness
- -25% 1st grade phonics
- -23% 1st grade high frequency words
- -30% 1st grade overall

Additionally, there were double digit gains in the percentage of students scoring in Tier 1 as well:

- +26% kinder phonological awareness
- +13% 1st grade phonics
- +25% 2nd grade high frequency words
- +18% kinder overall

The reading intervention team is able to provide reading intervention services for almost every student who was flagged for reading difficulty on the iReady dyslexia screener. In total, the team is providing services to approximately 40% of the students in grades K-2 at the early literacy sites. It is important to remember that every K-2 student at the early literacy sites receives targeted literacy support during the dedicated intervention block--either from the reading intervention teacher or from their classroom teacher. The reading intervention teachers collaborate monthly with the classroom teachers to serve as a resource on early literacy strategies and to help progress monitor students.

Disaggregating the data by site, students at Monta Loma and Theuerkauf generally made more gains on iReady than students at Castro and Mistral. Many of the students at Castro are newcomers; they receive support from both the newcomer program and reading intervention. Reading intervention teachers set interim goals for each intervention cycle. The majority of students are making progress on those interim goals.

The reading intervention program is responsive to student data. The team was able to exit 50 students from reading intervention who were at or near proficiency in phonological awareness and phonics and serve new students with demonstrated need. Additionally, because of the student performance growth, the team was able to consolidate some of the reading intervention

groups at Monta Loma. Staff was redeployed to provide additional support at Castro and to serve a small number of 3rd and 4th graders at Castro, Mistral, and Monta Loma.

#### **Additional Work To Date**

In addition to providing reading intervention, the early literacy team is also supporting professional development and family engagement. Leaders and coaches have received several professional development sessions to understand the science of reading and the corresponding instructional shifts. The Director of Early Literacy will continue to collaborate with site leaders to plan for differentiated site-based science of reading professional development this spring, in preparation for the implementation of new curriculum in the fall.

Teachers are receiving professional development on the science of reading and instructional shifts in several ways. Each school site will engage in professional development this spring. Additionally, teachers may attend an after school professional development series that dives deeper into evidence-based strategies that teachers can use now in their classrooms with our current curriculum. Professional development has been provided for all levels, from PK/TK to middle school.

The early literacy team has also been supporting families as partners in literacy development through a pilot program at Theuerkauf. During our monthly Family Reading Club, 1st and 2nd grade reading intervention students and their families meet to build community, learn and practice an at home activity to support literacy, and receive a set of personalized, take-home decodable books that contain easily-accessible video support in both English and Spanish. Topics for these Family Reading Club nights have been how to practice reading and spelling irregular words, how to improve working memory, the 44 sounds of the English language, and reading fluency.

#### **Considerations**

The early literacy team was formed to address the foundational skills needs of our most underperforming schools. The purpose of reading intervention is to fill gaps so that students can more fully access the general education curriculum. However, the success of reading intervention is contingent on the success of core, first instruction. Reading intervention is also focused on one strand of reading--not the whole process. Students continue to need lots of oral language development and vocabulary and to gain content knowledge in order to be skilled readers.

There is a lot to learn about the science of reading and the corresponding instructional shifts. The focus of this year's professional development is to understand some of the key principles within the science of reading so that sites can make a smooth transition to the new textbook.

#### **Next Steps**

The early literacy team will continue to monitor progress throughout the remaining data cycles. The team will collaborate with sites through monthly collaboration and the MTSS process. The team will support sites with science of reading professional development and provide input on

early literacy to the Reimagining Castro Educational Roundtable project. The Board will receive another update on early literacy at the June 13th Board meeting.

#### Mountain View Whisman School District

#### Agenda Item for Board Meeting of 2/29/2024

Agenda Category: REVIEW AND DISCUSSION

**Agenda Item Title:** Parcel Tax Polling Results (45 minutes)

Estimated Time: 45 minutes

#### **Person Responsible:**

Ayindé Rudolph, Ed.D, Superintendent Rebecca Westover, Ed.D., Chief Business Officer

#### **Background:**

FM3 will present results on voters attitudes towards a possible parcel tax. Results were gathered between December 18, 2023 through January 16, 2024. Participants were contacted via email, phone, and text messages. Voters were generally asked about their perceptions of the District as well as their support for two different variations of parcel taxes.

#### **Fiscal Implication:**

None.

#### **Recommended Action:**

None requested.

#### **ATTACHMENTS:**

DescriptionTypeUpload DateParcel Tax Polling Results- PresentationBackup Material2/22/2024



## Mountain View Whisman School District Voter Attitudes Toward a Parcel Tax Measure

Key Findings of a Districtwide Survey Conducted December 18-January 16, 2024



OPINION
RESEARCH
& STRATEGY

### **Survey Methodology**

Dates	December 18, 2023-January 16, 2024	
Survey Type	Dual-mode Voter Survey	
Research Population	Likely November 2024 Voters in the Mountain View Whisman School District	
Total Interviews	544	
Margin of Sampling Error	$\pm$ 4.2% at the 95% Confidence Level	
Contact Methods	Telephone Email Text Calls Invitations	
Data Collection Modes	Telephone Online Interviews	



(Note: Not All Results Will Sum to 100% Due to Rounding)



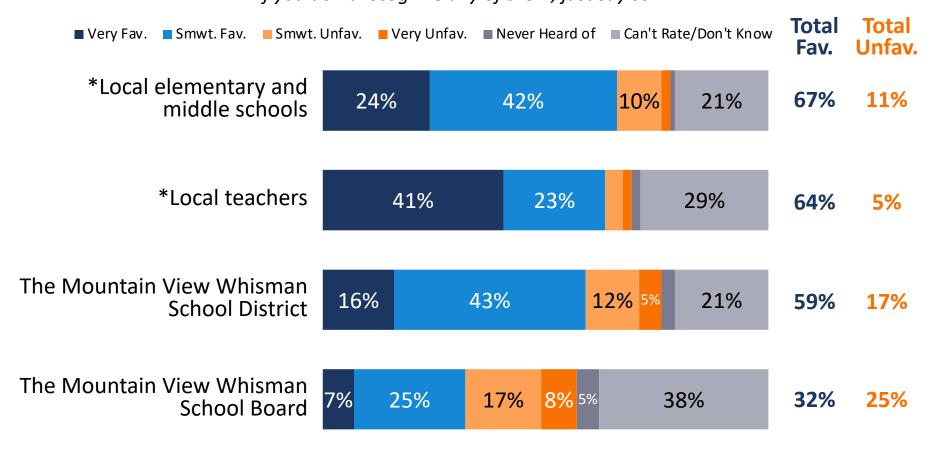
## **Issue Context**

## Majorities view local schools, teachers, and the School District favorably.

I am going to read you a list of names of some local institutions that are often in the public eye.

Please tell me if your overall impression of that institution is favorable or unfavorable.

If you don't recognize any of them, just say so.

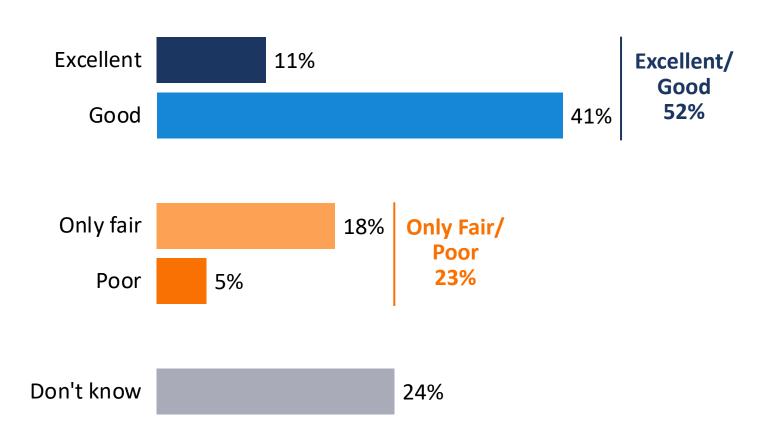




Q1.\*Split Sample (January 3-16)

## A majority says the School District is doing a good job.

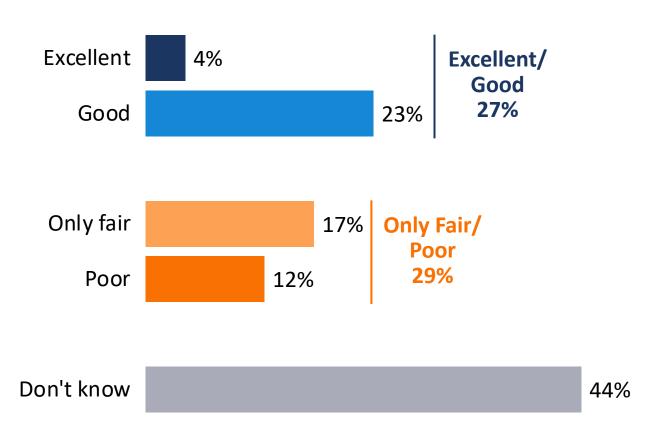
Would you say that the Mountain View Whisman School District is doing an excellent job, a good job, only fair or a poor job?





## Voters are split on their perception of the District's financial management, with many unable to offer an opinion.

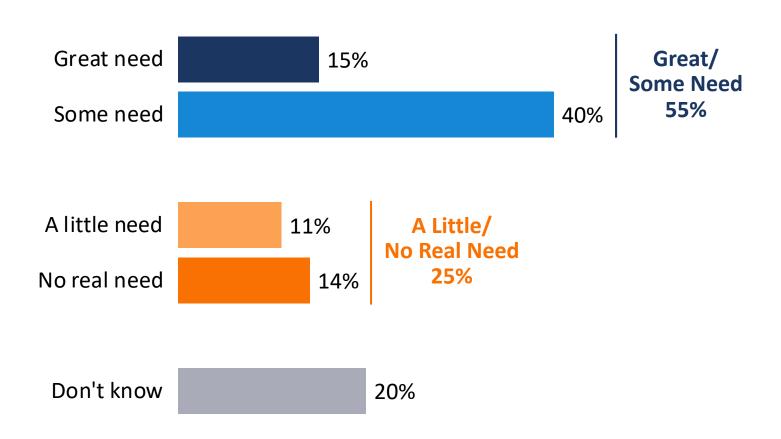
And how would you rate the job that the Mountain View Whisman School District is doing at managing its finances—is it doing an excellent job, a good job, an only fair job, or a poor job?





## A majority sees a need for funding for local schools, but few view that need as "great."

Generally speaking, would you say that schools in the Mountain View Whisman School District have a great need for more money, some need, a little need, or no real need for more money?







# Introducing the Ballot Measures

### **Ballot Measure Language Tested**

67% Threshold for Passage

#### 11 Cents Per Square Foot (Half Sample)

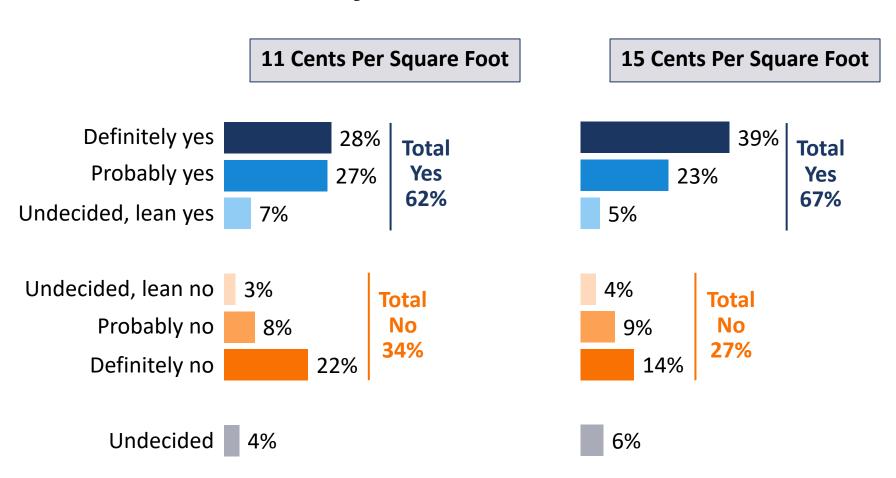
To continue local school funding, support struggling students, attract and retain qualified teachers; protect small class sizes; enhance science, technology, math and engineering programs; maintain music and art education; and support core academics, shall a Mountain View Whisman School District measure renewing parcel authority at \$0.11/building area square foot \$7,500/parcel and \$25/ capped at unimproved parcel, be adopted, raising approximately \$5,500,000 annually 8 years with senior exemptions, annual inflation adjustments, independent oversight, and funds staying local?

#### 15 Cents Per Square Foot (Half Sample)

To continue local school funding, support struggling students, attract and qualified teachers; protect small class sizes; enhance science, technology, math and engineering programs; maintain music and art education; and support core academics, shall a Mountain View Whisman School District measure renewing parcel tax authority at \$0.15/building area square foot \$1,750/parcel capped at and \$25/ unimproved parcel, be adopted, raising approximately \$5,400,000 annually for 8 years with senior exemptions, annual inflation adjustments, independent oversight, and funds staying local?



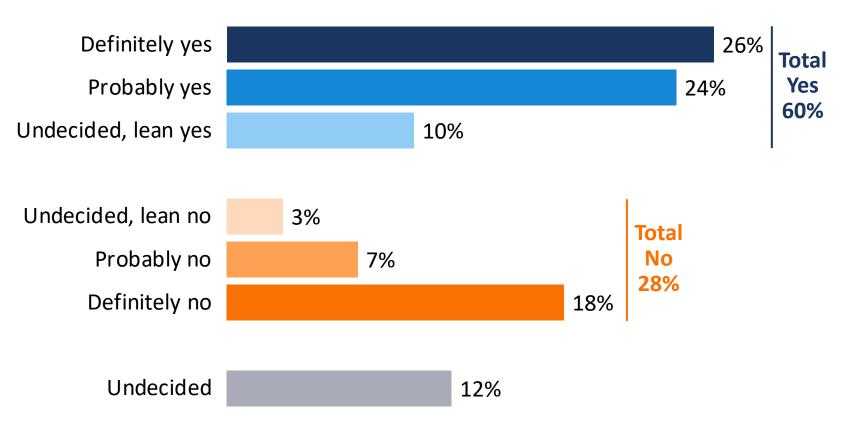
# Support for the 15-cent per square foot version is right at the 2/3rds level, while the 11-cent version falls just below the threshold.





## Three in five support the alternative of a flat parcel tax renewal.

Next, suppose this measure were a renewal of the parcel tax at the \$315 level generating approximately \$5.4 million per year for the Mountain View Whisman School District. In that case, would you vote yes in favor of it or no to oppose this measure?



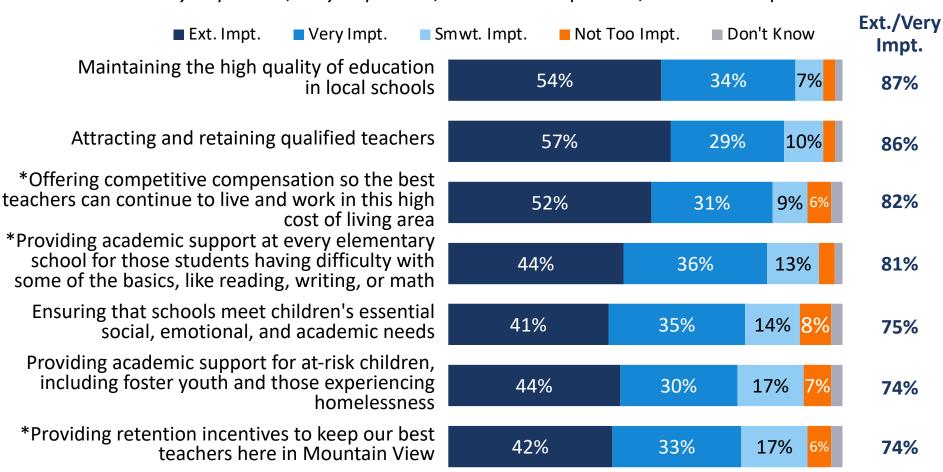




## **Elements of the Measure**

## Maintaining high quality education, retaining teachers, and offering competitive compensation are top priorities.

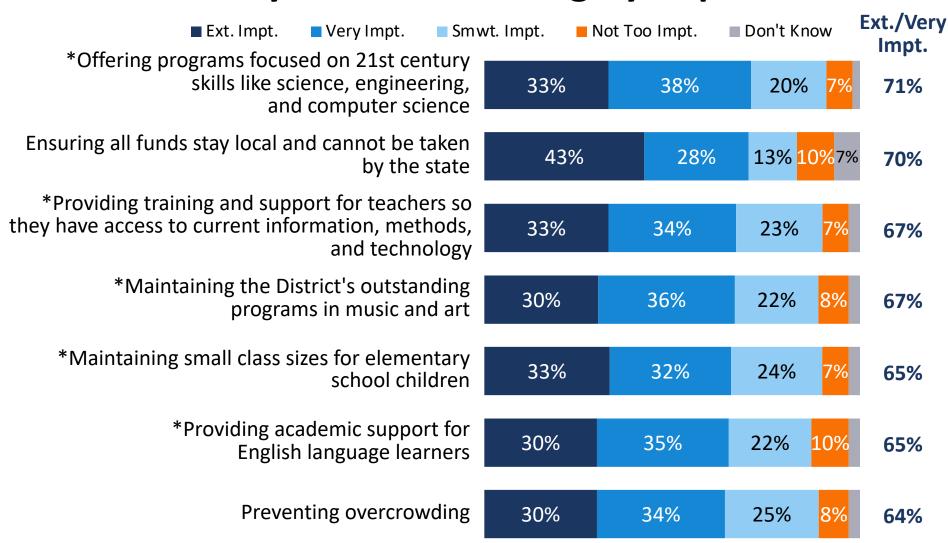
I am now going to read you a list of individual projects and provisions that may be part of the measure. Please tell me how important it is to you that each be included in the measure: extremely important, very important, somewhat important, or not too important?





Q9. \*Split Sample (January 3-16)

## Programs focused on 21<sup>st</sup> century skills and ensuring funds stay local are also highly important.



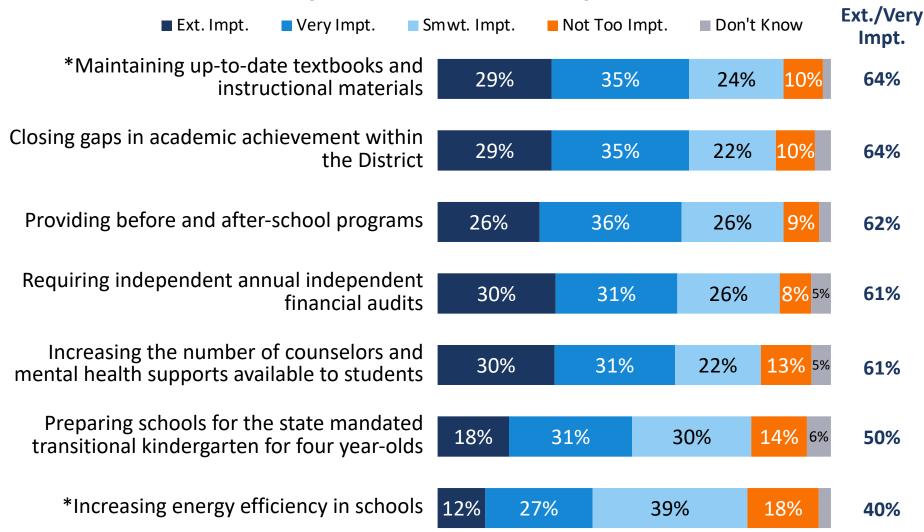


Q9. I am now going to read you a list of individual projects and provisions that may be part of the measure. Please tell me how important it is to you that each be included in the measure: extremely important, very important, somewhat important, or not too important? \*Split Sample (January 3-16)

14

<u>RESEARCH</u>

### Preparing for TK expansion and energy efficiency rank lower as priorities.





Q9. I am now going to read you a list of individual projects and provisions that may be part of the measure. Please tell me how important it is to you that each be included in the measure: extremely important, very important, somewhat important, or not too important? \*Split Sample (January 3-16)

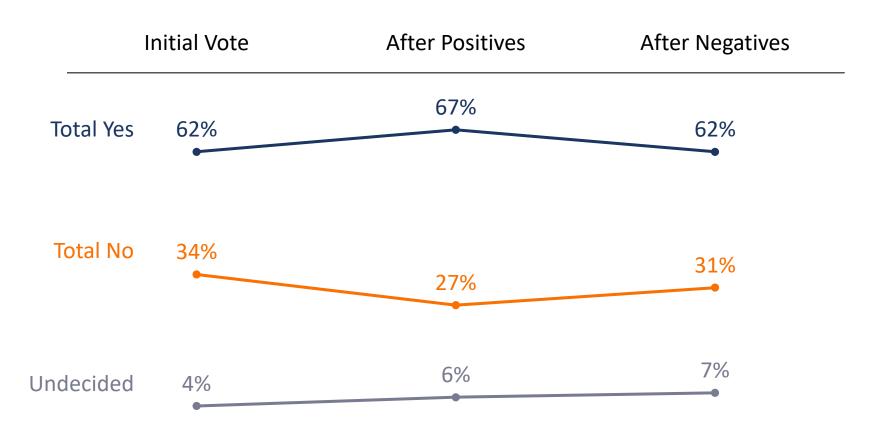
RESEARCH 15



### Messaging

### Support for the 11-cent version reaches twothirds after positive messaging...

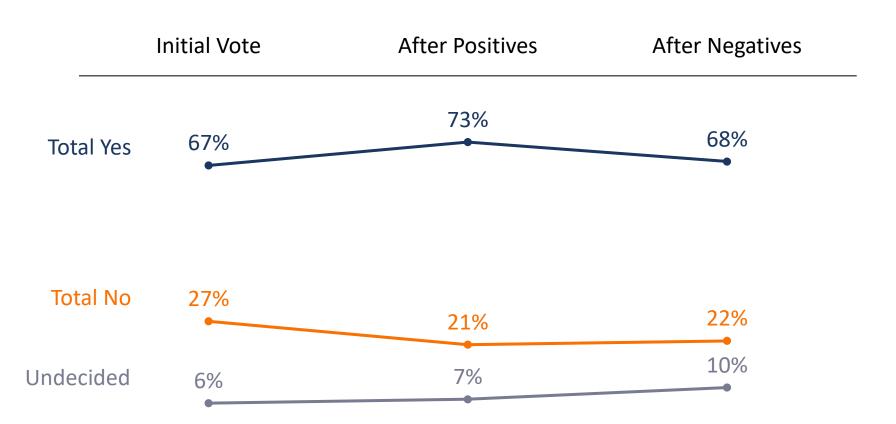
11 Cents Per Square Foot





### ...while support for the 15-cent version rises over 70%.

15 Cents Per Square Foot





### Messages in Favor of the Measure

Ranked by Very Convincing	
51%	(HIGH COSTS) High quality teachers are an essential part of a good education; but as the cost of living in our area skyrockets, it's become harder for teachers to make ends meet. This measure will ensure we retain our excellent teachers by providing them with competitive salaries.
48%	<b>(FAIRNESS)</b> This measure will ensure that large corporations like Google and Microsoft pay more than single-family homeowners, ensuring that large property owners pay their fair share to support our local schools.
44%	(PROPERTY VALUES) Whether or not you have school-age children, supporting quality education is a wise investment that protects the quality of life in our community and strong property values.
37%	(ACHIEVEMENTS) Mountain View Whisman School District has delivered on its past promises and its list of accomplishments is extensive. The District has provided teacher housing, provided Internet for all its students along with Chromebooks, after-school programs to keep kids safe — and even provides one of the biggest summer meal programs in the region so that no student goes hungry. This measure will help the District continue to achieve great things and care for its students.
35%	(PRE-K/TK) New state mandates have required that the District provide transitional Kindergarten to all four-year-olds by 2025. This requires our schools to add a grade level without providing them with additional funding for classrooms. This measure will ensure Mountain View Whisman School District is prepared for the increase in enrollment and has clean, safe classrooms for all four-year-olds in the community.

FM3
RESEARCH

Q10. Now I am going to read you some statements that <u>supporters</u> of this potential parcel tax measure might make. Please tell me whether you find it very convincing, somewhat convincing, or not convincing as a reason to <u>support</u> this potential measure.

### Messages in Favor of the Measure (Continued)

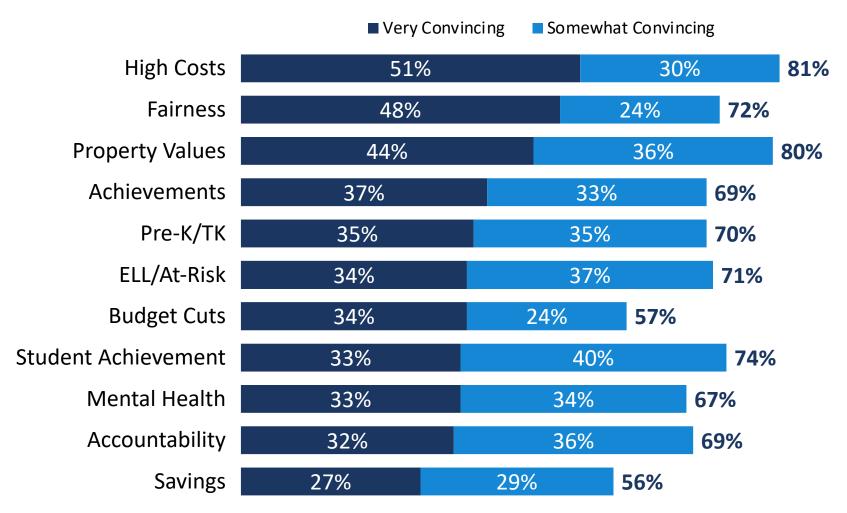
Ranked by Very Convincing	
34%	(ELL/AT-RISK) Mountain View Whisman students who are English Language Learners, foster youth, or experiencing homelessness face significant barriers when it comes to academics. This measure invests in educational and social supports to ensure these students can succeed and have a bright future.
34%	(BUDGET CUTS) If this measure does not pass, Mountain View Whisman schools will be forced to layoff teachers, increase class sizes and make major cuts in essential programs that prepare students for the future.
33%	(STUDENT ACHIEVEMENT) This measure will help maintain science, math, technology, and arts programming to improve student learning and achievement. These investments will help our students develop the vital skills needed to be successful when they go to high school and prepare for college and their career.
33%	(MENTAL HEALTH) Mental health is a growing epidemic among young people in America, even among kids as young as 10 years old. This measure will increase the number of counselors and mental health supports available in local schools to help kids stay healthy.
32%	(ACCOUNTABILITY) This measure includes strict accountability requirements. The funds will be reviewed every year by an independent Citizens' Oversight Committee, subject to independent annual financial and performance audits and all funds will be spent locally
27%	(SAVINGS) This measure will update existing property tax rates to make them fairer. In fact, by voting "yes" many homeowners will see a decrease in their taxes and save money, while owners of very large properties will pay a little bit more.

FM3

Q10. Now I am going to read you some statements that <u>supporters</u> of this potential parcel tax measure might make. Please tell me whether you find it very convincing, somewhat convincing, or not convincing as a reason to <u>support</u> this potential measure.

<u>research</u>

# Messages on the high cost of living, fairness of the approach, and property value benefits all resonate very strongly.





Q10. Now I am going to read you some statements that <u>supporters</u> of this potential parcel tax measure might make. Please tell me whether you find it very convincing, somewhat convincing, or not convincing as a reason to <u>support</u> this potential measure.



### **Conclusions**

#### **Conclusions**

- The proposed square footage parcel tax at the 15-cent rate with the \$1,750 cap appears viable at this time; the 11-cent rate with a \$7,500 cap reaches two-thirds support, but only after positive messaging.
- Views of the District and its management are very positive, though few see an acute need for additional funding.
- Voters place the greatest priority on providing a high-quality education, retaining and attracting teachers, and compensating teachers appropriately.
- Messages emphasizing how difficult it is for teachers to make ends meet; the approach's benefits in ensuring fairer tax treatment for big corporations; and the benefits to property values are especially compelling.
- Ultimately, the findings suggest that the measure has a path to success on the ballot but will require a strong program of public education.



### For more information, contact:



#### OPINION RESEARCH & STRATEGY

1999 Harrison St., Suite 2020 Oakland, CA 94612 Phone (510) 451-9521 Fax (510) 451-0384

#### **Dave Metz**

Dave@FM3research.com

### **Lucia Del Puppo**

Lucia@FM3research.com

### Key Milestones





Awareness Building Measure Development



- √ Voter Survey
- Election Timing
- √ Tax Rate
- √ Political Landscape
- Non-Advocacy
  Communication
- Existing comms
- / Informational mailers / digital ads
- ✓ Internal and external audiences
- ✓ Seek feedback
- Refine proposal
- √ Community readiness?

- Ballot Question
- / Tax Rate
- √ Tax Structure
- √ Ballot Argument & 
  Signers
- ✓ Official Board Vote (>88 days before Election)

- Volunteer leaders
- Fundraising
- √ Website/Social
- Endorsements
- 🗸 Lawn Signs
- √ Mailers
- / Digital Ads
- Get Out the Vote



Nov 2024 election: Aug. 9 Deadline

### TCX High-Level Timeline

- 🗸 Feb Messaging Development & Outreach Planning
  - √ Create social media & web presence
  - Develop FAQs, presentation, fact sheet, etc.
  - √ Identify key stakeholders & schedule feedback sessions
- Mar-May Public Education & Community Engagement
  - Direct mail to all registered voters
  - Digital & social media advertising
  - ✓ One-on-one stakeholder meetings and listening sessions
- √ Jun-Aug Ballot Measure Development & Finalized Plan
  - Consider tracking survey to refine proposal
  - $\sqrt{\phantom{a}}$  75-word ballot question, tax rate/structure and final details finalized
  - √ Board adoption of measure before Aug. 9 deadline
- Sep-Nov Independent Advocacy Campaign
  - Must be independently coordinated and privately funded no district resources can be used

#### Mountain View Whisman School District

#### Agenda Item for Board Meeting of 2/29/2024

Agenda Category: REVIEW AND DISCUSSION

**Agenda Item Title:** Environmental Sustainability Plan Update (30 minutes)

Estimated Time: 30 minutes

**Person Responsible:** 

Rebecca Westover, Ed.D., Chief Business Officer

#### **Background:**

Staff and consultant Gene Yong will present an overview of the Environmental Sustainability Task Force work and possible projects discussed during the task force meetings. Staff is asking for guidance on what the Board would like the final report to include and details that should be addressed.

#### **Fiscal Implication:**

None.

#### **Recommended Action:**

None requested.

#### **ATTACHMENTS:**

Description Type Upload Date
Environmental Sustainability Plan Update- Presentation Backup Material 2/22/2024



# **Environmental Sustainability Advisory Council Progress**

February 29, 2024



### **Board Resolution**

## Board Resolution 05-012623, Climate Change and Green Schoolyards

The <u>resolution</u> passed by the Board on January 26, 2023 has guided the work of the District and advisory council.



### Strategic Plan 2027

### Strategic Plan 2027 Goal Area 5

- Equitable distribution of resources that support student success.
- Goal 5a: Ensure facilities and resources equitably serve all students.

### **Board of Trustee Direction**

- The January 2023 resolution by the Board refreshed our efforts
  - MVWSD has the opportunity to be a leader when it comes to greening initiatives
    - The District already recycles, composts, has installed LED lighting and solar panels but MVWSD can do do more
- We want to make a plan to guide and consistently implement our efforts moving forward

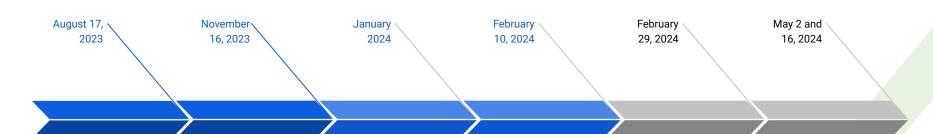


### **Sustainability Action Plan**

### **Incremental Approach**

- Continuous incremental improvements as opportunities arise
  - Facilities, Utilities, & Infrastructure
    - Capital projects (new construction, renovation)
    - Equipment & system upgrades/replacement
  - Operations
    - Maintenance & repairs
    - Equipment & system calibrations
    - Student services
    - Waste management
  - Curriculum/Learning
    - Environmental literacy
    - Integrating nature and the environment

### **Board Update Schedule**



#### **Update**

Summary on solar, greening index, meetings held to date, and potential organization of report

#### **Update**

Green Ribbon application, green index scoring, and summary of meetings.

#### **Study Session**

Review Green Index and Metric to provide guidance.

#### **Board Retreat**

Meet at Crittenden to discuss greening plans and needs

#### **Update**

Update on the work of the task force and possible format for final plan.

#### Review and Final Plan

Review draft plan on May 2 with final plan review on May 16

### **Advisory Council Meetings (2023-2024)**

May 9, 2023 Kickoff May 17, 2023 Campus Greening June 14, 2023 Campus Greening June 23, 2023 Campus Greening August 16, 2023 Child nutrition, healthy food, climate impacts September 20, 2023 Biodiversity/ plant ecology, lighting October 18, 2023 Curriculum, legislative/funding initiatives, partnerships

November 15, 2023 School site engagement, environmental literacy December 13, 2023-EV fleet transition, native landscapes/urban forests

January 24, 2024-Stormwater management/water reclamation February 28, 2024-Draft Plan outline

March 13, 2024-Draft Plan prep May 2, 2024 Draft Plan prep



# Sustainability Action Plan 6 Focus Areas

### **Six Program Areas**



ENERGY CONSERVATION



HIGH PERFORMANCE SCHOOLS



WATER STEWARDSHIP



CAMPUS ECOLOGY



EDUCATION &
AWARENESS



EMERGING TECHNOLOGIES

### **Energy Conservation**

- Reduce Energy Conservation
  - Energy-efficient HVAC systems
  - Energy-efficient lighting systems
  - Smart operating systems (HVAC, lighting, irrigation)
  - Thermally efficient buildings (roofs, windows/doors)
- Increase Renewable Energy Use
  - Solar systems
  - Transition to EV fleet
- Increase Awareness of Energy Conservation
  - CA Building Energy Efficiency Requirements
  - Establish School Site Committees

### **Discussions**

- Most sites have efficient lights but some lights stay on all night/day.
- Area of growth is getting all lighting on a management system, similar to what we are working towards for HVAC systems.
- Area of growth is getting older DO portables on the HVAC management system.
- The need for school site committees to drive conservat

### **Water Conservation**

- Reduce Water Consumption
  - High-efficiency/low-flow plumbing fixtures
  - Higher-efficiency/smart irrigation systems
  - Native/drought-resistant landscaping
- Reduce Groundwater Pollution & Replenish Underground Aquifers
  - Low-Impact Development (LID) site measures
  - On-site water retention (e.g., bioswales, rain gardens, increase pervious surfaces, retention basins, on-site dry wells)

#### **Water Conservation**

- Water Reuse & Recycling
  - Limited opportunities for campus-wide system
  - Opportunities for local non-potable water systems
    - Controlled areas/learning opportunities
    - MOT vehicle wash stations
- Increase Awareness of Water Stewardship
  - Establish School Site Committees

### **Discussions**

- Great interest in water reclamation/treatment
- The committee found that water treatment on school sites is cost prohibitive and not found in California due to water treatment regulations.
- Sites can do smaller projects for water reclamation such as rain barrels with pumps for water gardens.

#### **Discussions**

- If the City of Mountain View were to install "purple pipe" (recycled water) we could tap into it for future irrigation needs.
- It would be helpful for transportation to have equipment and the space to safely wash buses.
- For future projects, we should plan to increase pervious surfaces.

### **High Performance Schools**

- Environmentally Sustainable School Campuses
  - Design to green building criteria (LEED, CHPS)
  - Optimize indoor & outdoor learning environments (lighting, thermal, acoustic)
  - Increase environmental literacy through high-performing school environments
- Apply Best Design Practices to Capital Projects
  - Energy-efficient systems and structures
  - Natural daylighting & ventilation
  - CA building energy efficiency standards

### **High Performance Schools**

- Apply Best Site Management Practices on Campuses
  - Stormwater management
  - Smart irrigation systems
  - Reduce heat-island effects
  - Outdoor landscapes & learning environments
  - Native/drought-resistant landscaping
  - Alternative travel modes to schools
  - Reduce waste and plastics pollution

### **Discussion**

- To reduce waste we need to have three stream bins available and students need to be educated on how to use them.
- Increasing student awareness around what parts of the meal they must take and have a place for them to share food they do not consume.

### **Discussions**

- Strong interest in having schools that utilize native plants and training on how to care for natives.
- Having the "right trees in the right place".
- With the changing environment and new technology it would be beneficial to have guidelines for future schools as opposed to specifying what should be used (LEED and CHIPS).

### **Campus Ecology-Greening Campuses**

- Greening Index
  - Baseline measure for softscape, hardscape & shade
- Greening Metrics
  - Holistic measure for a school's outdoor spaces
- Greening Scores (all campuses)
  - Comparative basis for assessing school sites
- Greening Opportunities (site specific)
  - Opportunities to increase school site scores to meet benchmarks
- Greening Plans (site specific)
  - Recommendations to improve school sites

# **Discussions**

The Green Index and Greening Metric are in process of being reworded to include:

- Site frontage greenery
- The overall feel of the campus with weighted metrics
- Student usage

# **Emerging Technologies**

- Green Building Systems
  - High-efficiency, low-energy lighting fixtures with smart operating systems
  - High-efficiency smart HVAC systems
  - High-efficiency, low-flow plumbing systems
  - High-performing building envelopes (roofs, walls, windows)

# **Emerging Technologies**

- Green Site Infrastructure Systems
  - High-efficiency, low-energy lighting fixtures with smart operating systems
  - Smart irrigation systems
  - Stormwater collection & on-site recharge systems
- Green Vehicle & Equipment Systems
  - Transition to EV fleet
    - Support infrastructure & operating systems
    - Equipment & vehicles

# **Discussion**

- As emerging technologies become available it would be beneficial for the District to have the ability to pilot tools and designs as appropriate.
- Having funds set aside to implement new technologies would need to be determined.

# **Education & Awareness**

- Collaborative Approach
  - District advisory group (partners, families, staff)
  - School site committees (staff, students)
- Curriculum Opportunities
  - Align with environmentally-oriented resources & standards (e.g., NGSS, EP&C, etc.)
  - Expand curriculum into the natural world

# **Education & Awareness**

- Learning Opportunities
  - Environmental literacy
  - Healthy foods
  - Extend into outdoor environments
  - Waste impact & reduction
  - Campus environments that teach
- Partnerships with Subject Matter/Resource Partners
  - Ecoliteracy, native landscapes, outdoor education, landscape maintenance, new technologies, curriculum, watershed management

# **Education & Awareness**

- Local, Regional, and National Sustainability Initiatives
  - Healthy foods (State)
  - School gardens (State)
  - Environmental literacy (State)
  - Energy efficiency (State)
  - Water resource management (State)
  - Campus resiliency (County)
  - Biodiversity & urban forests (City)

# **Discussion**

 A potential opportunity to move many of the items forward is to have a Sustainability TOSA who could spearhead and guide green initiatives at each school site with a green site lead.



# Sustainability Action Plan Capital Projects & Studies

# Capital Projects & Studies Sustainability Action Plan

SCHOOL SITES	Measure G (2012-2019)	Measure T (2020-2023)	Measure T (2023-2024)	Other Future Projects/Studies
Status	Completed	Completed	Ongoing	TBD
Bubb	New MUR & Classrooms Modernize Building & Utility Systems (classrooms, offices, restrooms)	Solar/Shade Structures Site Lighting	HVAC Replacement Window Replacement Drink/Bottle Fill Stations	Roof Repair Outdoor Landscape & Learning Stormwater Features
Castro	New Campus	Site Lighting Solar/Shade Structures	HVAC Replacement Window Replacement Drink/Bottle Fill Stations Park Restrooms	Covered Walkway Outdoor Landscape & Learning Stormwater Features
Crittenden	New Auditorium, Innovation Center & Classrooms Modernize Building & Utility Systems (classrooms, offices, restrooms)	Site Lighting Solar/Shade Structures	HVAC Replacement Window Replacement Drink/Bottle Fill Stations	Roof Replacement (6 buildings) Utility Survey/Repair Outdoor Landscape & Learning Stormwater Features
Graham	New Auditorium, Innovation Center & Classrooms Modernize Building & Utility Systems (classrooms, offices, restrooms)	Site Lighting Solar/Shade Structures	HVAC Replacement Window Replacement Drink/Bottle Fill Stations	Roof Replacement (2 buildings) Modernize Classrooms (Arts/HE) Outdoor Landscape & Learning Stormwater Features
Imai	New MUR & Classrooms Modernize Building & Utility Systems (classrooms, offices, restrooms)	Site Lighting Solar/Shade Structures	HVAC Replacement Window Replacement Drink/Bottle Fill Stations Park Restrooms	Roof Repair Outdoor Landscape & Learning Stormwater Features

# Capital Projects & Studies Sustainability Action Plan

SCHOOL SITES	Measure G (2012-2019)	Measure T (2020-2023)	Measure T (2023-2024)	Other Future Projects/Studies
Status	Completed	Completed	Ongoing	TBD
Landels	New MUR & Classrooms Modernize Building & Utility Systems (classrooms, offices, restrooms)	Solar/Shade Structures Site Lighting	HVAC Replacement Window Replacement Drink/Bottle Fill Stations Park Restrooms	Roof Repair K Playground Replacement Outdoor Landscape & Learning Stormwater Features Playground
Mistral	Modernize Building & Utility Systems (MUR, classrooms, offices, restrooms)	Site Lighting Solar/Shade Structures	HVAC Replacement Window Replacement Drink/Bottle Fill Stations	Covered Walkway Outdoor Landscape & Learning Stormwater Features Playground
Monta Loma	Modernize Building & Utility Systems (MUR, classrooms, offices, restrooms)	Site Lighting Solar/Shade Structures	HVAC Replacement Window Replacement Drink/Bottle Fill Stations	Repave Parking Utility Survey/Repair Modernize Restrooms Outdoor Landscape & Learning Stormwater Features Playground
Stevenson	New Campus	Site Lighting Solar/Shade Structures	HVAC Replacement Window Replacement Drink/Bottle Fill Stations	Outdoor Landscape & Learning Stormwater Features Playground
Theuerkauf	Modernize Building & Utility Systems (MUR, classrooms, offices, restrooms)	Site Lighting Solar/Shade Structures	HVAC Replacement Window Replacement Drink/Bottle Fill Stations	Roof Repair (7 buildings) Modernize Restrooms Playground Replacements (K, 1-5) Outdoor Landscape & Learning Stormwater Features

# Capital Projects & Studies Sustainability Action Plan

SCHOOL SITES	Measure G (2012-2019)	Measure T (2020-2023)	Measure T (2023-2024)	Other Future Projects/Studies
Status	Completed	Completed	Ongoing	TBD
Vargas	New Campus	Solar/Shade Structures Site Lighting	HVAC Replacement Window Replacement Drink/Bottle Fill Stations	Outdoor Landscape & Learning Stormwater Features Playground
District-Wide			Lighting Controls EV Fleet Transition Child Nutrition Initiatives Sustainable practices Healthy foods that have a lower impact on the environment School Site Committees Energy usage Reduction of waste Green team Native Landscapes New Plant Palettes Maintenance Training	



# **Next Steps**

# **Next Steps**

- Compile ideas discussed and assign a cost to items or propose future studies of items if needed.
- Present a draft plan to the Board on May 2, 2024.
- In a subsequent meeting ask the board on direction on how to allocate the remaining bond funds between the Master Facility Plan and Sustainability Plan.

# Mountain View Whisman School District

# Agenda Item for Board Meeting of 2/29/2024

Agenda Category: REVIEW AND ACTION

**Agenda Item Title:** 2024 CSBA Delegate Assembly Election (10 minutes)

Estimated Time: 10 minutes

Person Responsible: Dr. Ayindé Rudolph, Superintendent

# **Background:**

The Santa Clara County, Region 20, CSBA Delegate Assembly has five vacancies. The Board of Trustees, as a whole, may vote for up to the number of vacancies (5) in the region as indicated on the ballot. A biographical sketch and or a resume, if submitted, for each candidate are included for:

- Isabel Jubes-Flamerich (Sunnyvale SD)
- Jodi Muirhead (Santa Clara USD)\*
- Carol Presunka (Cambrian SD)
- Vaishali Sirkay (Los Altos ESD)
- Jessica Speiser (Los Altos ESD)\*

Delegates will serve two-year terms from April 1, 2024, to March 31, 2026.

# **Fiscal Implication:**

None.

# **Recommended Action:**

It is recommended that the Board of Trustees, as a whole, vote for up to the number of vacancies in the region as indicated on the ballot.

## **ATTACHMENTS:**

Description	Type	Upload Date
CSBA Delegate Assembly Election Biographical Sketch Forms	Backup Material	2/7/2024



# REQUIRES BOARD ACTION

January 31, 2024 **MEMORANDUM** 

To: CSBA Member Boards and Even-numbered County Board Presidents and Superintendents

From: Albert Gonzalez, CSBA President

Re: 2024 Ballot for CSBA Delegate Assembly — U.S. Postmark Deadline is Fri. March 15

Enclosed is the ballot material for election to CSBA's Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper) listing the candidates, the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Friday, March 15, 2024.

Your Board may vote for up to the number of seats to be filled in the region or subregion as indicated on the ballot. For example, if there are three seats up for election, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district or county office must be clearly printed in the space provided.

The ballot must be signed by the Board President, Board Clerk, or Superintendent as a designee of the board, and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's or county office's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held, and ballots will need to be postmarked on or before April 30. Results will be published by May 11, 2024.

## For County Boards of Education Only:

Per Standing Rule 52, in regions with more than one county, each county board of education has one vote to elect the county board member who represents the county board(s) in the region in the Delegate Assembly. One-county regions will appoint the county Delegate. Your county board may vote for only one candidate to fill the Delegate position representing the county boards within your region. Enclosed is the ballot material for election to CSBA's Delegate Assembly of the county board representative from

your region. It consists of 1) the ballot (on GREEN paper) listing the candidates, the reverse side of which contains the name of the current member of the Delegate Assembly representing the county boards in your region; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, also provided is a copy of the ballot on white paper to include with your board agenda. Only the ballot on GREEN paper is to be completed and returned to CSBA. Like the ballot on red paper for the other Delegate seats in your region, it must be postmarked by the U.S. Post Office on or before Friday, March 15, 2024.

The ballot on GREEN paper must be signed by the Board President, Board Clerk, or by the County Superintendent, as a designee of the board, and returned in the enclosed envelope. If the envelope is misplaced, you may use your county office's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held, and ballots will need to be postmarked by May 1. The results for the county board seat in each region will also be published by May 11, 2024.

All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2024 – March 31, 2026. The next meeting of the Delegate Assembly takes place on Saturday, May 19 and Sunday, May 20, 2024. Please do not hesitate to contact the Executive Office at <a href="mailto:nominations@csba.org">nominations@csba.org</a> should you have any questions.

Encs:

Ballot on red paper and watermarked "copy" of ballot on white paper Ballot on green paper and watermarked "copy" of ballot on white paper List of all current Delegates on reverse side of ballot Candidate(s)' required Biographical Sketch Forms and optional resumes CSBA-addressed envelope to send back ballots This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **FRIDAY**, **MARCH 15**, **2024**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

# OFFICIAL 2024 DELEGATE ASSEMBLY BALLOT REGION 20 (Santa Clara County)

Number of seats: 4 (Vote for no more than 4 candidates)

`	
Delegates will serve two-year terms beg	ginning April 1, 2024 March 31, 2026
*denotes incumbent	
Isabel Jubes-Flamerich (Sunnyvale SD)	
Jodi Muirhead (Santa Clara USD)	
Carol Presunka (Cambrian SD)	
Vaishali Sirkay (Los Altos ESD)	
Jessica Speiser (Los Altos ESD)*	
Provision for Write-in Candidate Name	School District
Signature of Superintendent or Board Clerk	Title
School District Name	Date of Board Action

# REGION 20 - 12 Delegates (11 elected/1 appointed♦)

**Director: Devon Conley (Mountain View Whisman SD)** 

Below is a list of all elected or appointed Delegates from this Region.

# **County: Santa Clara**

Teresa Castellanos (San Jose USD)♦, appointed term expires 2025
Lorena Chavez (East Side Union HSD), term expires 2024
Danielle MS Cohen (Campbell Union SD), term expires 2025
Van Le (Eastside Union HSD), term expires 2025
Jodi Muirhead (Santa Clara USD), term expires 2024
Christopher T. Norwood (Milipitas USD), term expires 2025
Jorge Pacheco Jr. (Oak Grove ESD), term expires 2025
Mary Patterson (Morgan Hill USD), term expires 2024
George Sanchez (Franklin-McKinley ESD), term expires 2025
Jessica Speiser (Los Altos ESD), terms expires 2024
Bridget Watson (Sunnyvale SD), term expires 2025

# **County Delegate:**

Maimona Afzal Berta (Santa Clara COE) term expires 2024

# County Santa Clara

View results		
Respo 5		92:21 Time to complete
1. I have been *  Appointed  Nominated		
Carol Presunka	ur consent to be placed on the k	pallot and serve as a Delegate, if elected *
3. Full name *  Carol Presunka		
4. Region/subregion *	~	
5. Name of District or COE *  Cambrian SD		
6. Years on board *		
7. Profession  Volunteer		

8. Contact number \*

(	4082033459
9. 1	Primary email address *
	presunkac@cambriansd.com
10. /	Are you an incumbent Delegate? *
(	Yes
(	© No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. \*

I have been involved in local politics representing my district and its concerns for many years, meeting with our local representatives. Having been a rep on the SCCSBA since my first year on the Cambrian Board, and hearing the issues being faced by the other 30 districts in our county, has given me a good understanding of the issues faced on a broader level in our county. I have gone to Sacramento to represent SCC's educational issues. I have the experience of previously serving on Delegate Assembly. My long experience on our Board Policy committee gives me an deeper understanding of the Ed Code and how it impacts our districts. I have completed the CSBA's Masters in Governance and the Experienced Trustee training. With all the special interest groups fighting for government dollars, it is important to ensure education remains front and center. for those dollars A strong public education is what will keep America in the forefront of innovation, keep our economy strong and ensure a decent standard of living for its citizens.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. \*

During my 9 years on the Board, I have served on our Bond Measures Oversight committee, and Board Policy committee. I have been Board President for 2 years. Since I've been on the Cambrian Board, we have started an Extended Day program for before and after school care staffed by trained Cambrian employees. I helped develop a land exchange deal for some underutilized property in Cambrian that will bring in a steady revenue stream to help support staff and programs. I have been the Cambrian rep for the SCCSBA since my first year on the Board. I serve on the Santa Clara County Committee on School District Organization, am involved in the SCC League of Women Voters, and also a member of the West Side Boards. It has a representative from each elementary school district feeding into the local high school district which is also represented. It gives us an opportunity to share experiences on a more local scale. I am currently serving as Vice-President of the SCCSBA.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? \*

I see two challenging issues right now. The first is supporting our students social/emotional well-being. Not only does it affect their own personal wellbeing, but impacts learning and student behavior, both their own and others. It is critically important that support be available immediately, not when our medical system has an available appointment. Where else but on a school campus, would that be possible? A number of districts are using one time funds to support mental health services. We need to ensure those funds are made ongoing.

An equally important issue is SPED support. Low socio-economic and EL learners are disproportionately represented in our SPED programs. Instead there needs to be more services provided to help these students fulfill their potential within the regular classroom. This includes programs and teacher training and support. All students in Special Education could have improved outcomes with those same supports and the funding that goes along with them.

# View results

Respondent		
77	Anonymous	41:41
		Time to complete
I. I have been *		
Appointed		
Nominated		
	•	
) Vour cianoture ind	licatos vour concent	to be placed on the ballet and conve
as a Delegate, if e		to be placed on the ballot and serve
Isabel Jubes-Flameri	ch	
3. Full name *		
Isabel Jubes-Flameri	ch	

4. Region/subregion *
20
5. Name of District or COE *
Sunnyvale School District
6. Years on board *
3
7. Profession
Educator/Architect/Broadcaster
8. Contact number *
(408)431-9283
9. Primary email address *
isabel.jubes-flamerich@sesd.org
10. Are you an incumbent Delegate? *
Yes
No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. \*

As an architect, educator, mother, children and environmental advocate, ESL and immigrant, my commitment to public education is deeply rooted in the belief that education is the cornerstone of a thriving society. I believe that we should build the world we would like to live in. In that way, everything I do is committed to the principles of a more equitable, fair society where all our children thrive no matter their temporary circumstances, background or abilities, in a clean and healthy world.

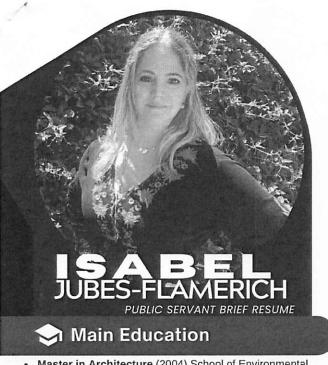
12. Please describe your activities and involvement on your local board, community, and/or CSBA. \*

Over the past three years as an elected public official, I've chaired every committee in the district, served as a school board clerk, and I am currently in my second year as the board's president. My leadership extends beyond the local level through involvement with institutions like SCCSBA, where I've chaired the Hoffman Awards for Excellence in Education twice. Actively participating in the boards of the Sunnyvale Education Foundation and the California Latino School Boards Association, I work towards equalizing inequities in public education. (Please see enclosed Public Servant Resume and Professional CV)

My engagement in Coast to Coast CSBA events in Washington DC and annual education-bus trip to the state capital reflects my dedication to advocating for public education at both local and national levels. Working with various PTAs, local associations, and community organizations has given me insights into the needs of our community, especially in the challenging pursuit of eradicating childhood homelessness, as well as house and food insecurity. Currently, as the cochair of the school bond measure for district school facilities, my goal is to create a conducive learning environment through sustainable, environmentally-friendly buildings. I approach my role as a representative of children and their education with passion, always seeking opportunities to learn and actively engage in advocacy at every level. My diverse experiences uniquely position me to contribute effectively to the Delegate Assembly, positively shaping the future of public education.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? \*

I aim to leverage my diverse experiences gained while serving the DA to address the substantial challenges hindering our students today. These challenges demand ongoing dedication, boundless energy, creative solutions, and a broad range of perspectives to collectively pursue our shared objective. The DA should function as a catalyst and main advocate for pioneering policies and ideas that bring about meaningful change. Embracing diversity at all levels is imperative to minimizing blind spots that could impede our progress toward creating a truly equitable and fair society. It is crucial to focus on tackling the root causes of inequality while simultaneously encouraging every child to strive for excellence and holding them to high standards. Ensuring equal access to resources is paramount in making education a genuine equalizer and securing the future of our democracy. I feel that some urgent priorities include addressing children's basic needs, providing mental health resources for both students and staff, fostering a healthy and clean learning environment, and implementing diverse and dynamic programs to propel their educational journey forward.



- Master in Architecture (2004) School of Environmental Design, University of California at Berkeley, California.
- Architect (1997) Bachelor in Architecture (Professional Degree) Faculty or Architecture and Ùrbanism, Central University of Venezuela. Caracas, Venezuela.
- Computer Programming and Analysis. (1991) Associate Technical Degree at Jose Maria Vargas University. Caracas, Venezuela.

# Professional Executive Summary

- Over 25 years designing and building a greener world locally and abroad. Certified green builder.
- Designer with diverse skills in different media.
- Consulting, writing and advocating for a sustainable build environment for over 20 years.
- College instructor, teaching the next generation of architects an designers for local city college.
- Community organizer, advocate equity and environmentally friendly practices.
- Radio host, producer, and editor for www.StanfordHispanicBroadcasting.org. Excellent communicator with broad experience in educational and cultural bilingual audio productions.
- Experienced writer and public speaker in English and Spanish.

# Other boards and committees

- California Latino School Board Association Board of Directors
- CLSBA Communications Committee
- CLSBA Unity Conference Committee
- Sunnyvale Éducation Foundation Executive Board
- Hoffmann Excelence in Education Awards Chair
- Leadership Sunnyvale 2023 Class
- Sunnyvale Unhoused Collaborative Team
- Sunnyvale School District DELAC Team Bond Measure "C" Co-Chair (2024) SESD Wellness Committee

- Facility Master Planning Committee for SESD Citizen Bond Overview Committee School Board

# Other Relevant Experience

- Masters in Governance, CLSBA Class of 2021
- Coast to Coast 2022
- Leadership Sunnyvale Class of 2022
- Unity CLSBA Conference 2022
- AEC 2020, 2021, 2022, 2023
- Education Bus to Sacramento 2023
- Leadership Summit CSBA 2022

# **About Me**

As an architect, educator, mother, children and environmental advocate, ESL and immigrant, my commitment to public education is deeply rooted in the belief that education is the cornerstone of a thriving society. I believe that we should build the world we would like to live in. In that way, everything I do is committed to the principles of a more equitable, fair society where all our children thrive no matter their temporary circumstances, background or abilities, in a clean and healthy world.

Over the past three years as an elected public official, I've chaired every committee in the district, served as a school board clerk, and I am currently in my second year as the board's president. My leadership extends beyond the local level through involvement with institutions like SCCSBA, where I've chaired the Hoffman Awards for Excellence in Education twice. Actively participating in the boards of the Sunnyvale Education Foundation and the California Latino School Boards Association, I work towards equalizing inequities in public education.

My engagement in Coast to Coast CSBA events in Washington DC and annual bus trips to the state capital reflects my dedication to advocating for public education at both local and national levels. Working with various PTAs, local associations, and community organizations has given me insights into the needs of our community, especially in the challenging pursuit of eradicating childhood homelessness. Currently, as the co-chair of the school bond measure for district school facilities, my goal is to create a conducive learning environment through sustainable, environmentally-friendly buildings. I approach my role as a representative of children and their education with passion, always seeking opportunities to learn more and actively engage in advocacy at every level. My diverse experiences uniquely position me to contribute effectively to the Delegate Assembly, positively shaping the future of public education.



# Contact



(408) 431-9283



Isabel.Jubes-Flamerich@sesd.org

Creative

Problem

Solving

# **Community Volunteering**

- Unhoused collaborative team, Sunnyvale, CA.
- SMS Staff Appreciation Committee chair, Sunnyvale Middle School.
- Destination Imagination team Manager, Appraiser and Tournament
- Tech Challenge Coach/Advisor (Tech Museum)
- Assistant Scout Master, Troop 80, Mountain View.
- Classroom Assistant Volunteer, Fairwood Explorer, Sunnyvale, CA
- School Site Council Member/President, Fairwood Explorer, Sunnyvale, CA
- School Alliance Board Member/President, Fairwood Explorer, Sunnyvale, CA
- Cub Scout Pack Leader, BSA Pack 404, Sunnyvale, CA
- Habitad For Humanity, San Jose, CA
- Junior Giants Baseball Coach (Sunnyvale PAL)
- KSL Soccer Coach
- Basketball Coach, SYBL City of Sunnyvale, CA

# Graphic Executive Summary Skills (as a community volunteer)

Project Public Writing Leadership Advocacy Management Speaking

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v	CVV	TESU	11.3

Respondent

	62	Anonymous	80:23
			Time to complete
_			
1.	I have been *	•	
	Appointed		
	Nominated		
2.	Your signature as a Delegate,		nt to be placed on the ballot and serve
	Jessica Speiser		
3.	Full name *		
	Jessica Shannon	McNabb Speiser	

4. Region/subregion *
20
5. Name of District or COE *
Los Altos School District
6. Years on board *
7
7. Profession
Public Servant
8. Contact number *
650-773-1873
9. Primary email address *
jessica@speiser.net
10. Are you an incumbent Delegate? *
Yes
○ No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. \*

I am running for Delegate because I am a dedicated proponent of public schools. I attribute my professional and personal successes to the strong public school education I received. I grew up in a very low income family and in order to rise above my situation, I realized early that I would need to succeed in school. I am a mother of three and I am passionate that each and every child in my community and beyond receive a great education suited to their individual needs and want to widen that community by continuing to represent more school districts in dealings with CSBA (I was appointed in December 2022). I know from first hand experience that a strong public school education can be a great equalizer and am working hard to ensure that remains the case.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. \*

In December 2018 and again in December 2022, I was elected by my fellow Trustees to be President of the Los Altos School District (LASD) Board of Trustees. During my first tenure as Board President, I ran a 6 month long Community Engagement Process on Facilities, in addition to the normal Board President duties. This open, neutral and transparent process involved my crafting and facilitating the creation of background documents covering the history and context of facilities issues to date, scheduling the process, marketing the process through varied types of media and managing the process implementation with help of a 3rd party consultant. Throughout the process there were nearly 1,000 participants from across the district representing all different type of demographics offering facilities solution ideas and levels of support to said solutions. During my second tenure as Board President I helped our LASD evaluate renewing an expiring parcel tax, educating the community regarding it, and was an active participant in the successful campaign. As a Trustee, outside of my regular duties, I make sure to meet with constituents individually, in office hours or at PTA meetings to answer questions and keep them informed, attend special school or district wide events to see LASD education in action, and regularly draft blog posts informing constituents about what to expect at each board meeting or cover special topics of interest to the District to help ensure we have an informed and heard constituency. Furthermore, I have been on the executive board of Santa Clara County School Boards Association (which encompasses the entirety of Region 20) since September 2022, as Treasurer, then Vice President, and now President. In those rolls by participating, or running membership meetings, I have grown a keen understanding of what the varied districts in Region 20 are concerned about and need through active discussions in the meetings or reviewing responses to surveys of the membership.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? \*

The biggest challenges facing governing boards in Santa Clara County and beyond is the ever perennial issue of the underfunding of public education in California and more importantly the effects of the COVID-19 shutdowns and subsequent reopenings on all our students and staff. CA is the 5th largest economy in the world, yet is 19th in per pupil spending in the US. Community funded districts in our area (like LASD) are dealing with unfunded (Universal TK) or underfunded (Universal Meals, Special Education) mandates requiring them to stretch resources used to educate our current students to educate a full year more of students, to feed all students, and provide appropriate services for our special education students. Even our LCFF funded districts are struggling with funding these mandates with the limited state or federal monies they receive. They are all wonderful programs, but we need CSBA's continued vigilance in advocating for more funding for all districts for these initiatives (and any other mandates that come our way). Furthermore, COVID-19 left many, if not all, of our districts with a wider achievement gap and increased social emotional issues, be it mental crises of student and staff, or socialization delays. We need CSBA's help in advocating for more resources from the state and/or federal government to combat these issues.

## JESSICA S. M. SPEISER

1225 Magdalena Court ♦ Los Altos, CA 94024 ♦ (650) 773-1873 ♦ jessica@speiser.net

## Summary

I have a strong work ethic, an attention to detail, and am a quick learner. My current specialties include community engagement, public relations, and fundraising. I enjoy working across teams, educating others, and building super-efficient processes. I love being involved in my community with a strong passion for our public schools and equity.

## Professional

Member, State Bar of California, 2004

## Education

EMERGE CALIFORNIA Graduate, 2019

OAKLAND, CA

# UNIVERSITY OF CALIFORNIA, HASTINGS COLLEGE OF LAW

SAN FRANCISCO, CA

**Juris Doctor, 2004** 

WELLESLEY COLLEGE

WELLESLEY, MA

Bachelor of Arts, Political Science, 1997

# **Experience**

# LOS ALTOS SCHOOL DISTRICT BOARD OF TRUSTEES

LOS ALTOS, CA

## Governing Board Member, December 2016 to Present

- Attend and prepare for twice monthly board meetings and periodic subcommittee meetings.
- Make decisions effecting over 4,000 students and 500 employees in the school district involving public health, safety (both mental and physical), equity, curriculum, facilities, and funding.
- Respond to a variety constituent questions and concerns at office hours, through email, Zoom, or at community
  engagement events.
- Responsible for hiring and supervision of the Superintendent of Schools. Hired new superintendent in April 2022.

## President, December 2018 to December 2019

- Managed, ran, and set the agenda for twice monthly board meetings.
- Ran a six month long, open, transparent, and neutral community engagement process for school facilities with just under 1,000 participants. Duties involved drafting and editing documents covering the history and context of the issue, marketing the process in person, online, and through print media, and managing the implementation of the process.

## **OUTREACH CIRCLE**

LOS ALTOS, CA

# Chief Outreach Officer, August 2017 to April 2019

- Conducted weekly webinars for this friend-to-friend platform used for digital relational networking and persuasion.
- Managed customer relations by promptly responding to client inquiries and troubleshooting customer campaign issues.
- Developed training materials for, and drafted periodic communications to, customer campaigns.

# LOS ALTOS SCHOOL DISTRICT, KEEP LOS ALTOS SCHOOLS STRONG

LOS ALTOS, CA

- Co-Chair, Measure GG, August 2016 to December 2016
- Ran successful parcel tax renewal campaign to maintain critical funding needed to provide an excellent education to all students.
- Engaged with community at PTA meetings, special community meetings, and through the local press to advocate for and answer questions about the initiative.
- Coordinated, edited, and approved all direct mail pieces and print advertisements.
- Spearheaded fundraising efforts to pay for the implementation of the campaign.
- Recruited, managed, and worked with campaign volunteers in canvassing and phone banking efforts.

# Co-Chair, Measure N, August 2014 to December 2014

- Ran successful campaign for \$150 million bond ballot initiative aimed at funding the siting and building of a new school
  and other capital improvements across the district.
- Engaged with community at PTA meetings, special community meetings, and through the local press to advocate for, and answer questions about, the initiative.
- Coordinated, edited, and approved all direct mail pieces and print advertisements.
- Spearheaded fundraising efforts to pay for the implementation of the campaign.
- Recruited, managed, and worked with campaign volunteers in canvassing and phone banking efforts.

## MY NEW RED SHOES

**REDWOOD CITY, CA** 

# Development Associate and Special Projects Advisor, January 2009 to August 2012

- Assisted this nonprofit in obtaining grants from foundations, community organizations, corporations, and individuals.
- · Discovered opportunities, authored grant applications, and managed calendar relating to fundraising.
- Researched, contacted, and coordinated in-kind donations from various types of donors.

12:15

# View results

Respondent

	54	Anonymous	1 乙、1 つ Time to complete	
1.	I have been *			
	Appointed			
	Nominated			
2.	Your signature ind as a Delegate, if e	=	pe placed on the ballot and serve	
	Jodi Muirhead			
3.	Full name *			
	lodi Muirhead			

4. Region/subregion *
20
5. Name of District or COE *
Santa Clara Unified School District
6. Years on board *
9
7. Profession
Retired
8. Contact number *
408-768-5600
9. Primary email address *
jodi@jodimuirhead.com
10. Are you an incumbent Delegate? *
Yes
No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. \*

As a Delegate and a trustee, I will continue to be very focused on ensuring that every student has the opportunity to graduate from our public schools ready for college or a career. I will be a passionate and effective component of a collaborative working environment with other delegates in our region and throughout the state to bring focus on the necessary financial and legal changes that are needed to advocate for students and improve our schools.

I have participated on CSBA's Nominating Committee and been active on Delegate Assembly. I have been an involved volunteer in our schools for over 20 years and an educator for 9 years. I am and have been involved with numerous school board and district committees. I was a founder and board member of Santa Clara Unified Parents, a district-wide advocacy and support non-profit. I was a software engineer for 13 years at several local technology companies. Throughout all these activities, I have been a strong collaborator and enjoy bringing people with diverse viewpoints together to reach a common goal. I have received the 25th District of the State Assembly Community Hero Award, Special Recognition award from the city of Santa Clara, PTA Honorary Service Award and the Marilyn Rea Volunteer of the Year Award. I am the proud parent of three children; all are graduates of our public high school.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. \*

In 2021, I was a member of CSBA's Nominating Committee and have been on the Delegate Assembly for 6 years. I completed the CSBA Masters in Governance Certificate and have attended the CSBA AEC conference every year since I became a board member. I co-chaired CSBA PAC's first fundraiser in the state. In Santa Clara Unified, I have served as President, Vice-President and Clerk. I have been active on numerous board committees, including the Policy, Budget, City Liaison, and Community College Liaison committees. I have been part of district wide committees, including the District Advisory Committee, Facilities Task Force and the district PTA Council. As a parent in the district, I was on a school site council and the board of parent organizations. I have volunteered at schools for over 25 years and continue to do so. I am an active member of the CA Association of Large Suburban School Districts.

I have been the president and vice-president of the Santa Clara County School Boards Association (SCCSBA) and was the co-chair of the Hoffmann Award Committee. I co-founded and was a board member for Santa Clara Unified Parents, a non-profit set up to offer parent advocacy and district support. I participated in Santa Clara's Charter Review Committee and co-wrote the ballot statements for three city charter measures that resulted from our discussions and were placed on the November, 2016 ballot, passing overwhelmingly. I am a board member of the non-profit Santa Clara Parade of Champions and have helped to bring the parade to life. I am currently the president of Congregation Shir Hadash, and have previously served on its board, chairing the youth and family committees.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? \*

In light of declining enrollment and the financial effect this will have throughout the state, CSBA must effectively advocate for districts to have the financial and legislative support that they will need to equitably educate all students. CSBA and its delegates must work together to ensure that schools have the funding they need and the teachers they require so that ALL students can graduate college or career ready. Governing boards have several challenges facing them, but this year it is crucial that we continue to offer our students and staff the resources they need to aid in their wellness. CSBA should continue to advocate at the state and federal levels for sufficient resources for academic and social-emotional recovery programs.

# Jodi Muirhead

3138 Butte St. Santa Clara, CA 95051 (408) 444-6160

JMuirhead@scusd.net Jodi@JodiMuirhead.com

# **Experience in the Education Field**

Experience in the Education Field				
2020 - present	County Committee on School District Organization			
	Chair (2023, 2024); Vice-Chair (2022)			
2017 – present	California School Boards Association (CSBA)			
	Nominating Committee (2021), Delegate Assembly			
	Co-Chair, CSBA PAC fundraiser for Santa Clara and San Mateo Counties			
2015 – present	Santa Clara County School Boards Association (SCCSBA)			
	President, Vice-President, Hoffmann Award Co-Chair			
2014 - present	Trustee, Santa Clara Unified School District			
	President, Vice-President, Clerk			
	Committee Member: District Advisory, Facilities Task Force, Budget, Policy, Environmental Literacy, Santa			
	Clara City Liaison, Sunnyvale City Liaison, West Valley-Mission Community College Liaison, PTA liaison			
2011 – 2014	Chairperson, Santa Clara Unified District Science Fair			
	Joint project of Santa Clara Unified Parents and Santa Clara Unified School District			
2011 – 2014	Co-founder, Treasurer and Board Member, Santa Clara Unified Parents			
2006 – 2014	Substitute Teacher, SCUSD, Santa Clara, CA, Grades K – 12; Discovery Charter, San Jose, CA, Grades K – 6			
	Math and Literacy Intervention Teacher, Washington Open Elementary School, Santa Clara, CA			
2012	Campaign Leadership Team, SCUSD Measure A Parcel Tax Campaign, Santa Clara, CA			
2013 – 2014,	Attanhan Cita Carratt Carta Clara High Cahaal Carta Clara Ch			
2010 - 2011	Member, Site Council, Santa Clara High School, Santa Clara, CA			
2006 – 2010	Treasurer, Parent Board, Washington Open Elementary School, Santa Clara, CA			
	Ways & Means Chair, Parent Board, Washington Open Elementary School, Santa Clara, CA			

Participating Parent, Sunnyvale Parent Preschool, Santa Clara Parents Nursery School, Washington Open

Elementary School, Buchser Middle School, Santa Clara High School, and Discovery Charter School 1.

# **Experience in the Community**

1996 - 2014

2022 - present	President, President-elect, Congregation Shir Hadash, Los Gatos, CA
2011 – 2013	Board Member-at-Large, Youth Groups, Congregation Shir Hadash, Los Gatos, CA
2018 – present	Board Member, Santa Clara Parade of Champions
2016 – 2019	Member, Santa Clara Challenge Team
2017	Leadership Santa Clara
2016 - 2017	Member, City of Santa Clara Charter Review Committees
	Ballot Statement Co-Author, Measures O, P and Q. All passed overwhelmingly

## **Experience in the Engineering Field**

1999 – 2000	Independent Systems Consultant
1996 – 1999	Senior Systems Consultant, Professional Services, Edify Corporation, Santa Clara, CA
1987 – 1996	Senior Software Engineer, Siemens Corporation (formerly ROLM, an IBM Company), Santa Clara, CA
Awards	
<u>Awards</u>	
2020	Community Hero Award. California State Assembly. 25th District

2020 Certificate of Special Recognition for Service to the Community, City of Santa Clara

2014 Santa Clara Unified PTA Council Honorary Service Award Recipient

2008 Marilyn Rea Volunteer of the Year Recipient

**Education** 

2016 CSBA Masters in Governance Certificate

1982 - 1986 California Polytechnic State University, San Luis Obispo, CA; BS, Computer Science; Minor in English

<u>Interests</u> <u>Motto</u>

Math, puzzles, technology, guiding children and adults

Learn Something New Every Day

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V	IEW.	resu	Its

Respondent

85 Anonymous 391:C	
1. I have been *	
Appointed	
Nominated	
<ol> <li>Your signature indicates your consent to be placed on the ballot and as a Delegate, if elected *</li> </ol>	d serve
Vaishali Sirkay	
3. Full name *	
Vaishali Vinai Sirkay	

4. Region/subregion *
20
5. Name of District or COE *
Los Altos School District
6. Years on board *
5
7. Profession
Self-employed- Social Impact Projects & Programs
8. Contact number *
408-455-4154
9. Primary email address *
shalisirkay@gmail.com
10. Are you an incumbent Delegate? *
Yes
No

ζ,

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. \*

Delegates bring the local issues and concerns of school board members and school districts to statewide discussions. I want to become a Delegate because my use of a systems-level, assets-based approach rooted in equity to address the needs of students and school districts is an important methodology to bring to these state-level discussions. As important as this has been to my work as a school board member, I know this approach would be critical to the work of the CSBA Delegate Assembly. I believe I would be a strong, knowledgeable voice from Region 20 because my cumulative experiences serving on my school board, various nonprofit boards, and the Santa Clara County Juvenile Justice Commission (JJC), have helped me understand issues from various perspectives and angles. This perspective is needed because the issues facing our students, teachers and staff grow more complicated and more intertwined every day. It is becoming impossible to address the issues our students, staff and families face in public education independently of other societal and political stressors.

For example, campus safety is one priority area where I have been doing a fair amount of work. I facilitated two conversations about campus safety between the JJC and our Santa Clara County school board members, the most recent one addressing the long-term impacts of suspensions and expulsions on our students. I have also been informing our CSBA PACER and several state legislators on how the Education Code actually reinforces the school to prison pipeline, whereas the JJC and school board members want to dismantle this route into the juvenile justice system. In addition, I have been working with nonprofit leaders to explore prevention strategies, examine how the juvenile justice system handles these students, and then finally, understand and describe successful re-entry plans back into the students' home districts.

 Please describe your activities and involvement on your local board, community, and/or CSBA. \*

I am very intentional in that the work that I do so that the boards and commissions that I serve on reflect my personal values and priorities. I have 25+ years of diverse experience with a proven commitment to addressing issues critical to local and regional communities. My experience begins at the intersection of public education and public health, and then is further enriched by working with people from diverse fields.

I am in my second term on the Los Altos School District (LASD) Board of Trustees, and it has been my greatest privilege to support our students, families, teachers and staff through the uncertainty and tumultuousness of the past few years. During my tenure as Board President in 2021, I was most proud that we were able to bring our children back on campus early, maintain high health and safety standards, and begin to address current mental health challenges and prepare for those that were coming. Amongst my other Board committee assignments, I continue to serve on the LASD Curriculum Equity Task Force.

I am in my second term serving as a commissioner on the Santa Clara County Juvenile Justice Commission, and have chaired/co-chaired various iterations of the Education, Equity & Justice (EE&J) Committee. I believe in serving ALL children, and that includes our justice-involved youth and our students in the dependency system.

I am also grateful to serve on the Asian Pacific Islander School Board Members Association (APISBMA) Board of Directors. This role has given me a statewide perspective on the issues that affect our API students and API board members, and to explore how API allies can best support our API students.

I currently sit on the boards of the Los Altos-Mountain View Community Foundation and Asian Women Empowered, and have previously served on the board of CHAC (Community Health Awareness Council).

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? \*

There are many challenges facing school boards today, but the issue that worries me the most is the growing trend of hostility/violence towards school board members coupled with the politicization of education issues. This challenge is critical because it impedes the ability of school boards to do their very basic job of governing their school district. School districts have critical issues to work on, including declining enrollment, staffing shortages, unfunded mandates, etc. and dealing with hostile interruptions at board meetings and threats of violence is a distraction from focusing on these issues. It also systematically undermines the public education system. Public education is a critical pillar of Democracy (with a capital "d") and a great societal equalizer. It would be a dystopian future that does not include public education. I know that CSBA is having these discussions at the state-level, which is great, but I also think they can help local school districts by facilitating these conversations at the local level to help parents and community members find constructive, nonviolent ways of voicing their dissent. I also think that working on legislation that protects the physical safety of school board members and compiling a list of resources to help embattled school boards is a very appropriate role for CSBA.

# Vaishali "Shali" Sirkay, M.P.H. <u>Resume Highlights</u>

#### **PROFESSIONAL SUMMARY:**

Over 20 years of diverse experience with a proven commitment to addressing issues critical to local and regional communities, using an equity-focused lens and a deep understanding of how the breadth and depth of the Social Determinants of Health create challenges and opportunities in communities.

#### **EDUCATION:**

MASTER OF PUBLIC HEALTH (<u>Area of Specialization:</u> Health Education and Communication)
Tulane University School of Public Health and Tropical Medicine, New Orleans, LA, December 1998

BACHELOR OF ARTS (Major/Minor: Anthropology/Biology)
Barnard College at Columbia University, New York, NY, May 1995

#### **ADDITIONAL TRAINING:**

- · Toastmasters International, Public Speaking Education
- · Undoing Racism, People's Institute for Survival and Beyond

#### **SKILLS & EXPERIENCE:** Select Examples

- Developed and implemented *Vaccine Dialogue*, a forum convening community leaders and healthcare providers to discuss vaccine hesitancy and barriers to vaccine access in vulnerable communities where COVID-19 vaccination rates were low. The *Vaccine Dialogue* resulted in vaccines being set aside for members of these communities at mass vaccination sites, as well as the establishment of a targeted vaccine pop-up with Sutter Health. Co-authored *Vaccine Dialogue Report*.
- Developed and implemented workshops targeted to older adults to teach them how to download and use ride share apps, as well as provide training on how to specifically use Lyft without the need for a smartphone. The objective was to create greater independence and empowerment in older adults so that they can age in place with dignity, and reduce social isolation and thus reduce the mental health impacts of isolation.
- Established a regular onsite COVID-19 testing program for LASD teachers and staff in conjunction with El Camino Healthcare District. This allowed students to return to in-person learning, and allowed our campuses to remain open during the 2020-2021 school year, at the height of the COVID-19 pandemic. Working with El Camino Health staff from across various departments, this program was expanded to other school districts within the boundaries of the El Camino Healthcare District.
- Coordination of multiple, diverse key stakeholders also resulted in testing pop-up sites for workers and residents in Mountain View, Los Altos and Sunnyvale.
- Authored chapters on health informatics ("Health Assessment") and disease prevention efforts ("Health Promotion") in Louisiana's Public Health Improvement Plan, and edited other chapters in this document. (Turning Point)
- Authored article "State and Local Collaboration: An Integrated Approach to Public Health Improvement," Transformations in Public Health. Robert Wood Johnson Foundation. (Turning Point)
- Successfully awarded over \$1 million in grants based on grant proposals I have written for non-profits/projects. (Various)

#### **ROLES:**

- Executive Director, Cities Association of Santa Clara County, 2022-present
- Governing Board Member & former Board President, Los Altos School District Board of Trustees, 2018-present
- Commissioner, Santa Clara County Juvenile Justice Commission, 2019-present
- Health Program Director, Manzanita Works, Oakland, CA 2020-2022
- Community Relations Specialist, Government & Community Relations, El Camino Health, Los Altos CA 2018-2020
- Associate Director, Center for Age Friendly Excellence (CAFE), Los Altos, CA, 2017-2019

# Agenda Item for Board Meeting of 2/29/2024

Agenda Category: REVIEW AND ACTION

Agenda Item Title: Resolution No. 01-022924 in Support of Recognizing Women's History Month (10 minutes)

**Estimated Time:** 10 minutes

Person Responsible: Megan Pohlman, Director of Equity

## **Background:**

March 1, 2024 marks the beginning of Women's History Month. MVWSD recognizes the significant and historical contributions women of every race, class, and ethnic background have made in our community. We honor them this month ad infinitum.

# **Fiscal Implication:**

None at this time.

#### **Recommended Action:**

It is recommended that the board of Trustees adopt Resolution No. 01-022924, in Support of Recognizing Women's History Month, as presented.

#### **ATTACHMENTS:**

Description	Type	Upload Date
RESOLUTION NO. 01-022924 In Support of Recognizing Women's History Month	Backup Material	2/19/2024

#### MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

# RESOLUTION NO. 01-022924 A RESOLUTION IN SUPPORT OF RECOGNIZING WOMEN'S HISTORY MONTH

**WHEREAS**, members of the Mountain View Whisman School District Board of Education are honored to join communities across the country and recognize March 1, 2024, as the start of Women's History Month; and

**WHEREAS**, Women of every race, class, and ethnic background have made significant and historic contributions to the growth and strength of our society in countless recorded and unrecorded ways; and

**WHEREAS**, The full participation of women is a foundational tenet of democracy. Women—often women of color—have been on the frontlines, fighting for and securing equal rights and opportunity throughout our country's history as abolitionists, civil rights leaders, suffragists, and labor activities; and

**WHEREAS**, As community leaders, educators, doctors, scientists, childcare providers, and more, women power our economy and lead our Nation. As first responders and service members, they stand watch over our lives and liberties. As innovators, entrepreneurs, and essential workers in every industry, they represent the very best of us; and

**WHEREAS**, Despite these contributions, the role of women in history has been consistently overlooked and undervalued in the literature, teaching, labor, business, and in study of history; and

WHEREAS, Despite significant progress, women and girls continue to face systemic barriers to full and equal participation in our economy and society due at least in part to the disparities that persist in economic security, healthcare, and caregiving responsibilities, especially for women and girls of color; and

**WHEREAS**, Additional education is needed to increase the knowledge of all citizens relative to the contributions of women and opportunities for girls and women to develop their leadership skills and to eliminate bias in education and the workforce; and

**WHEREAS**, During Women's History Month, we celebrate the countless women who have fought tirelessly and courageously for equality, justice, and opportunity on behalf of all women. We also reaffirm our commitment to advancing rights and opportunities for women and girls in Mountain View and around the world;

**THEREFORE, BE IT FURTHER RESOLVED,** that the Mountain View Whisman School District Board of Trustees adopts Resolution No. 01-022924 to encourage the celebration of Women's History Month in the schools of the district with culturally-responsive activities and to acknowledge the significance of Women's History Month now and always.

PASSED AND ADOPTED by the Governing Board of the Mountain View Whisman School District on this 29 day of February 2024 by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	

I hereby certify that the above is a true copy of a resolution adopted by the Mountain View Whisman School District Board of Trustees at a regular meeting as stated above.

Vice President/Clerk Board of Trustees Mountain View Whisman School District

# Agenda Item for Board Meeting of 2/29/2024

Agenda Category: REVIEW AND ACTION

**Agenda Item Title:** Resolution No.02-022924 Reduction of Classified Services (10 minutes)

**Estimated Time:** 

Person Responsible: Tara Vikjord, Chief Human Relations Officer

## **Background:**

Due to lack of work and/or lack of funds in the Mountain View Whisman School District, the Board of Trustees, under the authority of Education Code section 45114, 45115, 45117, 45298, and 45308, finds it necessary and in the best interest of the District to eliminate the following positions of the classified service as specified below:

Clerical Assistant I 0.25 FTE
Transportation Dispatcher 1.0 FTE
Instructional Assistant (Preschool) 0.75 FTE

Total 2.0 FTE

## **Fiscal Implication:**

#### **Recommended Action:**

That the Board adopt Resolution No. 02-022924, Reduction of Classified Services as presented.

#### **ATTACHMENTS:**

Description Type Upload Date
Resolution No. 02-202924, Reduction of Classified Services Backup Material 2/22/2024

# MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT RESOLUTION NO. 02-022924

#### **REDUCTION OF CLASSIFIED SERVICES**

WHEREAS, due to lack of work and/or lack of funds in the Mountain View Whisman School District ("District"), the Board of Trustees ("Board"), under the authority of Education Code sections 45114, 45115, 45117, 45298, and 45308, hereby finds it necessary and in the best interest of the District to eliminate the following positions of the classified service as specified below:

CLASSIFICATIONS	FTE
Clerical Assistant I	.25
Transportation Dispatcher	1.00
Instructional Assistant (Preschool)	.75
TOTAL	2.00

**NOW, THEREFORE, BE IT RESOLVED,** that, for the ensuing year, effective July 1, 2024, the classified positions set forth above shall be discontinued to the extent set forth above.

**BE IT FURTHER RESOLVED,** that no later than March 15, 2024, the Board and all affected permanent classified employees shall be given written notice by the Superintendent or the Superintendent's designee that it has been recommended that the notice be given to the employee, stating the reasons that the employee's services will not be required for the ensuing year, and informing the employee of the employee's displacement rights, if any, and reemployment rights.

**BE IT FURTHER RESOLVED,** that nothing herein shall be deemed to confer any layoff rights upon probationary classified employees, or short-term or substitute employees as defined in section 45103, unless specifically granted to such employees by law or by collective bargaining agreement.

**BE IT FURTHER RESOLVED,** that the Superintendent or the Superintendent's designee is authorized and directed to take any other actions necessary to effectuate the intent of this resolution.

	ID ADOPTED by the Goverr 9th day of February 2024	ning Board of the Mountain View Whisman School I, by the following vote:
AYES:	MEMBERS:	
NOES:	MEMBERS:	
ABSENT:	MEMBERS:	
ABSTAIN:	MEMBERS:	
		President, Governing Board  Mountain View Whisman School District  County of Santa Clara, State of California
regularly adopted		true and correct copy of the resolution duly and the Mountain View Whisman School District at a February 2024.
		Secretary to the Governing Board  Mountain View Whisman School District  County of Santa Clara, State of California

# Agenda Item for Board Meeting of 2/29/2024

Agenda Category: Litigation

**Agenda Item Title:** 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)

**Estimated Time:** 15 minutes

Person Responsible: Karin Jinbo, Director Student Supports & Special Education

**Background:** 

**Fiscal Implication:** 

\$95,000

**Recommended Action:** 

Approve

# Agenda Item for Board Meeting of 2/29/2024

Agenda Category: Litigation

**Agenda Item Title:** 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)

Estimated Time: 10 minutes

Person Responsible: Karin Jinbo, Director Student Supports & Special Education

**Background:** 

**Fiscal Implication:** 

\$14,518

**Recommended Action:** 

Approve.

# Agenda Item for Board Meeting of 2/29/2024

Agenda Category: Public Employee Discipline/Dismissal/Release
Agenda Item Title: Public Employee Discipline/Dismissal/Release (Gov. §54957. subd. (b)(1))
Estimated Time:
Person Responsible: Tara Vikjord, Chief Human Relations Officer
Background:
Fiscal Implication:
Recommended Action:

# Agenda Item for Board Meeting of 2/29/2024

Agenda Category: FUTURE BOARD MEETING DATES
Agenda Item Title: Future Board Meeting Dates
Estimated Time:
Person Responsible:

# **Background:**

March 14, 2024-Reclassification and EL Program Update April 18, 2024-Boundaries Discussion May 2, 2024-Environmental Sustainability Plan May 16, 2024-LCAP Survey Results

**Fiscal Implication:** 

**Recommended Action:** 

# Agenda Item for Board Meeting of 2/29/2024

Agenda Category: FUTURE BOARD MEETING DATES
Agenda Item Title: MVWSD 2023-24 Governance Calendar
Estimated Time:
Person Responsible:
Background: click here:  Agenda items listed on a designated month on the Governance Calendar are subject to change.
Fiscal Implication:
Recommended Action: