Mountain View Whisman School District

Board of Trustees - Regular Meeting

1400 Montecito Avenue
April 24, 2025

The Mountain View Whisman Board of Trustees meeting is held in person at the above location unless otherwise specified. The Board of Trustees meeting will continue to be available via Zoom by:https://zoom.us/join

Meeting ID: 871 0961 6635
Passcode: 511048
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.

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 (4:30 p.m.)

A. Roll Call

B. Approval of Agenda

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

III. CLOSED SESSION

A. Existing Litigation

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code, § 54956.9, subd. (d)(1)

   JOHN ROE 1, JOHN ROE 2, JOHN ROE 3, JOHN ROE 4, and JOHN ROE 5 v. MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, STEVEN MYERS, TRAVELING SCHOOL INCORPORATED, SANTA CRUZ CITY SCHOOLS, and TRAVELING SCHOOL INTERNATIONAL, Case No.: 22CV02834

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code, § 54956.9, subd. (d)(1)

   JOHN ROE 1, JOHN ROE 2, JOHN ROE 3, JOHN ROE 4, and JOHN ROE 5, each individually v. MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, a public entity; SANTA CLARA UNIFIED SCHOOL DISTRICT, a public entity; NATHANIEL MCCRAY, an individual; ROGER RAY MURRAY, an individual; RONALD WAYNE MURPHY, an individual; KENNETH STEVE CARPENTER, Case No.: 22CV408177

B. Real Property Negotiations

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Government Code § 54956.8

   Properties: 1625 San Luis Avenue, Mountain View, CA 94043
   District Negotiator: Jeffrey Baier, Superintendent; Dr. Rebecca Westover, Chief Business Officer; Phil Henderson, Orbach Huff & Henderson
   Party With Whom District Is Negotiating: Google Inc.
   Under Negotiation: Price and terms of payment

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Government Code § 54956.8

   Properties: 325 Gladys Avenue, Mountain View, California 94043
   District Negotiator: Jeffrey Baier, Superintendent; Dr. Rebecca Westover, Chief Business Officer; Phil Henderson, Orbach Huff & Henderson
   Party With Whom District Is Negotiating: Google, Inc.
   Under Negotiation: Price and terms of payment

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code section 54956.8)

   Property: 777 West Middlefield Rd., Mountain View, California
   Agency Negotiator: Rebecca Westover, Chief Business Official, Jeff Baier, Superintendent; Phil Henderson & Sarine Abrahamian, Orbach Huff & Henderson
   Negotiating Parties: Mountain View Owner, LLC
   Under Negotiation: Price and terms of payment related to Option to Purchase Real Property

IV. RECONVENE OPEN SESSION

A. Closed Session Report

V. SCHOOL SHOWCASE by Benjamin Bubb Elementary

A. Pledge

VI. SPECIAL RECOGNITION - Turtle Awards

A. (Action) Employee Recognition for Turtle Award

VII. CONSENT AGENDA

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

A. Personnel Report

1. Personnel Report to the Board of Trustees

B. Minutes

1. Minutes for the March 27, 2025 Special Meeting Study Session
2. Minutes for the April 3, 2025 Regular Board MeetingMeeting
3. Minutes for the April 15, 2025, Special Board Meeting

C. Contracts

1. (Action) Ratification of Contracts

D. Award of contract for Chromebooks to CDW

E. Disposal of Obsolete Equipment

F. Reading Difficulty Risk Screener Adoption

G. Notice of Completion - Vargas Outdoor Learning Phase 1 Tree Replacement Project - Marina Landscape, Inc.

H. Notice of Completion - District Wide Access Control Project - Paladin Technologies, Inc.

I. Short Term Contract - S Doi

J. Approval of Monthly Reports for the Month of March 2025; Ratifying some contracts and Reviewing other contracts

K. Second Reading-Board Bylaws and Board Policies Updates

L. MEMORANDUM OF UNDERSTANDING (MOU) Between Mountain View Whisman School District (MVWSD) And Mountain View Los Altos High School School District (MVLA) for Use of Auditoriums

M. Reoccurring Credit Card Charges

N. Quarterly Report on Williams Uniform Complaints

O. Change Order #4 Justification: District Wide Window Replacement Project

P. Award of Contract – Heating, Ventilation, and Air Conditioning (HVAC) Services

VIII. COMMUNICATIONS

A. Employee Organizations

B. Superintendent Report

IX. 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.

X. REVIEW AND ACTION

A. (Discussion) Update on MVWSD+ Expanded Learning Programs

B. (Action) Declaration of Need for Fully Qualified Educators

C. (Action) Resolution No. 02-042425 Recognizing May 14, 2025 as Day of the Teacher

D. (Action) Resolution No. 01-042425, Recognizing May 18-24, 2025 as Classified School Employee Week

E. (Action) Resolution No. 06-042425 Approving the Formation of a Non-Profit Corporation to Govern Staff Housing at 699 N. Shoreline Blvd

F. (Action) Approval and Adoption of Resolution No. 03-042425 Determining the Acquisition of Approximately 1.8 Acres of Real Property Commonly Referred to as 699 N. Shoreline Blvd., in the City of Mountain View, California, County of Santa Clara with an Assessor Parcel Number of 153-24-027 Project is Exempt from the California Environmental Quality Act (CEQA) and Deciding to Carry Out the Project

G. (Action) Resolution No. 05-042425 Supporting Recognition of Jewish American Heritage Month

H. (Action) Resolution No. 04-042425 in Support of Recognizing Asian American Pacific Islander Heritage Month

I. (Action) Year End Closing and Board Authority

J. (Discussion) First Reading-Board Policies Updates

K. (Action) Board Policy 5145.13 Response To Immigration Enforcement

L. (Action) Resolution No.07-042425 to Establish Special Reserve Fund for Other than Capital Outlay Projects Fund 170

XI. BOARD UPDATES

XII. ITEMS FOR FUTURE AGENDAS

XIII. FUTURE BOARD MEETING DATES

A. Future Board Meeting Dates

May 8, 2025
May 29, 2025
June 12, 2025

B. MVWSD 2024-25 Governance Calendar

2024-2025 Governance Calendar
Agenda items listed on a designated month on the Governance Calendar are subject to change.

XIV. ADJOURNMENT

NOTICES FOR AUDIENCE MEMBERS

1. **RECORDING OF MEETINGS:**
The open session will be video recorded and live streamed on the District's website (www.mvwsd.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.

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: Remote Meeting Notice

Agenda Item Title: Remote Meeting

Estimated Time:

Person Responsible:

Background:

Meeting ID: 871 0961 6635
Passcode: 511048
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

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Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: Existing Litigation

Agenda Item Title: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code, § 54956.9, subd. (d)(1)

Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

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Background:
JOHN ROE 1, JOHN ROE 2, JOHN ROE 3, JOHN ROE 4, and JOHN ROE 5 v. MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, STEVEN MYERS, TRAVELING SCHOOL INCORPORATED, SANTA CRUZ CITY SCHOOLS, and TRAVELING SCHOOL INTERNATIONAL, Case No.: 22CV02834

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

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Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

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Background:
JOHN ROE 1, JOHN ROE 2, JOHN ROE 3, JOHN ROE 4, and JOHN ROE 5, each individually v. MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, a public entity; SANTA CLARA UNIFIED SCHOOL DISTRICT, a public entity; NATHANIEL MCCRAY, an individual; ROGER RAY MURRAY, an individual; RONALD WAYNE MURPHY, an individual; KENNETH STEVE CARPENTER, Case No.: 22CV408177

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: Real Property Negotiations

Agenda Item Title: CONFERENCE WITH REAL PROPERTY NEGOTIATORS Government Code § 54956.8

Estimated Time:

Person Responsible:

Background:
Properties: 1625 San Luis Avenue, Mountain View, CA 94043
District Negotiator: Jeffrey Baier, Superintendent; Dr. Rebecca Westover, Chief Business Officer; Phil Henderson, Orbach Huff & Henderson
Party With Whom District Is Negotiating: Google Inc.
Under Negotiation: Price and terms of payment

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: Real Property Negotiations

Agenda Item Title: CONFERENCE WITH REAL PROPERTY NEGOTIATORS Government Code § 54956.8

Estimated Time:

Person Responsible:

Background:
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District Negotiator: Jeffrey Baier, Superintendent; Dr. Rebecca Westover, Chief Business Officer; Phil Henderson, Orbach Huff & Henderson
Party With Whom District Is Negotiating: Google, Inc.
Under Negotiation: Price and terms of payment

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: Real Property Negotiations

Agenda Item Title: CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code section 54956.8)

Estimated Time:

Person Responsible:

Background:
Property: 777 West Middlefield Rd., Mountain View, California
Agency Negotiator: Rebecca Westover, Chief Business Official, Jeff Baier, Superintendent; Phil Henderson & Sarine Abrahamian, Orbach Huff & Henderson
Negotiating Parties: Mountain View Owner, LLC
Under Negotiation: Price and terms of payment related to Option to Purchase Real Property

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: SPECIAL RECOGNITION - Turtle Awards

Agenda Item Title: (Action) Employee Recognition for Turtle Award

Estimated Time:

Person Responsible: Jeffrey Baier, Superintendent

Background:
Our success on behalf of our students is magnified when we work together. The Turtle Award is designed to recognize an admirable employee who demonstrates exceptional collaboration and teamwork with their colleagues and/ or students at MVWSD.

For example, Turtle Awardees may go above and beyond when they:

- Promote and support respectful relationships among colleagues
- Actively participate in collaborative problem solving and work together to overcome obstacles.
- Work positively and productively with other team members towards a shared goal
- Consistently offer support, assistance and encouragement to co-workers

The seven employees receiving recognition for Turtle Awards are:

1. Ali Leopold
2. John Zepezauer
3. Kim Barrie
4. Kimberly Martinez
5. Leigh Wilson
6. Lisset Tellez
7. Margaret Poor

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: Personnel Report

Agenda Item Title: Personnel Report to the Board of Trustees

Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

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Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Personnel Report to the Board of Trustees_4.24.25	Backup Material	4/17/2025

Mountain View Whisman School District
Personnel Report 2024-2025

First Name	Last Name	Position	Status	Site	FTE	Action	Details of Action	From	TO	Admin. Rec.	Effective Date of Action	Date of Board Meeting
Claudia	Navarette	Administrative Assistant - Confidential		District Office	1.0	leave of absence	statutory leave	12/6/2024	4/14/2025	approve	12/6/2024	4/24/2025
Yaneli	Herrera Pena	Clerical Assistant		Imai	1.0	leave of absence	statutory leave	2/24/2025	6/5/2025	approve	2/24/2025	4/24/2025
Kaitlin	Stern	Instructional Coach - Elem	Permanent	Monta Loma	1.0	leave of absence	statutory leave	3/7/2025	6/5/2025	approve	3/7/2025	4/24/2025
Lizet	Barajas Garcia	At-Risk Intervention Supervisor		Landels	1.0	release of probationary employee					3/27/2025	4/24/2025
Dong	Cardenas	Instructional Assistant - Special Education		Graham	0.875	new hire					4/1/2025	4/24/2025
Denise	Liu	Account Technician III		District Office	1.0	change of assignment	from Account Technician I to Account Technician III				4/1/2025	4/24/2025
Brenda	Espinoza Farias	Noon Duty		Monta Loma	0.375	leave of absence	statutory leave	4/1/2025	10/24/2025	approve	4/1/2025	4/24/2025
Glynis	Dsouza	HR Technician - confidential		District Office	0.5	change of status	from temporary to permanent				4/1/2025	4/24/2025
Michelle	Munoz	Noon Duty		Theuerkauf	0.4	resignation					4/3/2025	4/24/2025
Alina	Aguilar	At-Risk Intervention Supervisor		Landels	0.5	new hire					4/14/2025	4/24/2025
Claudia	Rodriguez Pena	Child Nutrition Assistant I		Child Nutrition	0.875	change of status	from Substitute Child Nutrition to Child Nutrition I				4/14/2025	4/24/2025
Maria	Rivera Banuelos	Noon Duty		Crittenden	0.75	leave of absence	personal leave	4/14/2025	4/25/2025	approve	4/14/2025	4/24/2025
Samantha	White-deSilva	Teacher	Permanent	Stevenson	1.0	leave of absence	statutory leave	4/14/2025	4/27/2025	approve	4/14/2025	4/24/2025
Kevin	Quaresma	Account Technician III		District Office	1.0	change of assignment	from General Maintenance Worker to Account Technician III				4/15/2025	4/24/2025
Pedro	Alcazar Chavez	Custodian		Monta Loma	1.0	leave of absence	personal leave	4/16/2025	5/16/2025	approve	4/16/2025	4/24/2025
Maria	Contreras Torres	Custodian		Crittenden	1.0	leave of absence	personal leave	4/16/2025	5/16/2025	approve	4/16/2025	4/24/2025
Hera	Hong-Lee	Administrative Assistant - Confidential	Temporary	District Office	0.6		extension of temporary assignment	4/16/2025	4/30/2025		4/16/2025	4/24/2025

Mountain View Whisman School District
Personnel Report 2024-2025

First Name	Last Name	Position	Status	Site	FTE	Action	Details of Action	From	TO	Admin. Rec.	Effective Date of Action	Date of Board Meeting
Janelle Stacey	Jarapa	Noon Duty		Theuerkauf	0.4	new hire					4/17/2025	4/24/2025
Mary	Huynh	Instructional Assistant - Special Education		Graham	0.875	new hire					4/21/2025	4/24/2025
Quynn	Evans	Instructional Assistant - Special Education		Castro	0.875	new hire					4/21/2025	4/24/2025
Denise	Liu	Account Technician III		District Office	1.0	resignation					4/25/2025	4/24/2025
Sheila	Pasamonte	Noon Duty		Stevenson	0.4	leave of absence	personal leave	4/25/2025	5/15/2025	approve	4/25/2025	4/24/2025
Hera	Hong-Lee	Account Technician III		District Office	0.5	change of assignment	from temporary Administrative Assistant to Account Technician III				5/1/2025	4/24/2025
Melanie	Ramirez	Teacher	Permanent	Imai	0.5241	job share	assignment for 2025-26			approve	8/7/2025	4/24/2025
Dolores	Lopez	Teacher	Permanent	Imai	0.5241	job share	assignment for 2025-26			approve	8/7/2025	4/24/2025
Carolina	Meraz Garcia	Instructional Coach - Elem	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Ryan	Santiago	Instructional Coach - Elem	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Zoe	Sharp	Instructional Coach - Elem	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Natalie	Hillebrecht	Instructional Coach - Elem	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Casey	Cissna	Instructional Coach - Elem	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Jordan	Garvey	Instructional Coach - Elem	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Kyle	Hillebrecht	Instructional Coach - Elem	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Erika	Kao	Instructional Coach - Elem	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Deanna	Mai	Instructional Coach - Elem	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Anupama	Wadhwa	Instructional Coach - Middle School Math	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Ranen	Bhattacharya	Instructional Coach - Middle School Science	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025

Mountain View Whisman School District
Personnel Report 2024-2025

First Name	Last Name	Position	Status	Site	FTE	Action	Details of Action	From	TO	Admin. Rec.	Effective Date of Action	Date of Board Meeting
Megan	Binn	Instructional Coach - Middle School Social Science	Permanent	TBD	0.5		assignment for 2025-26				8/7/2025	4/24/2025
Colleen	Walsh	Instructional Coach/New Teacher Support Provider	Permanent	TBD	.5/.5		assignment for 2025-26				8/7/2025	4/24/2025
Jacie	Krampert	Instructional Coach - Middle School English	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Kristy	Ju	Reading Intervention Teacher	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Lizzette	Hernandez DeLa Torre	Reading Intervention Teacher	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Brittany	Thornton	Reading Intervention Teacher	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Vanessa	Bui	Reading Intervention Teacher	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Monique	Wooten	Reading Intervention Teacher	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Christi	Schwoob	New Teacher Support Provider	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Melanie	Standley	New Teacher Support Provider	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Michael	Rollins	STEAM Teacher - Elementary	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Haley	Burton	STEAM Teacher - Elementary	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Jennifer	DeGraaff	STEAM Teacher - Elementary	Permanent	TBD	0.5		assignment for 2025-26				8/7/2025	4/24/2025
Stan	Adermann	STEAM Teacher - Elementary	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Angela	Bisbee	STEAM Teacher - Elementary	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Mary	Schepman	STEAM Teacher - Elementary	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Brittney	Geer	STEAM Teacher - Elementary	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Sandy	Butchko	STEAM Teacher - Elementary	Permanent	TBD	0.5187		assignment for 2025-26				8/7/2025	4/24/2025
Shannon	Arbildo	STEAM Teacher - Elementary	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025

Mountain View Whisman School District
Personnel Report 2024-2025

First Name	Last Name	Position	Status	Site	FTE	Action	Details of Action	From	TO	Admin. Rec.	Effective Date of Action	Date of Board Meeting
Megan	Perfect	STEAM Teacher - Elementary	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Amie	Santiago	STEAM Teacher - Elementary	Permanent	TBD	0.6		assignment for 2025-26				8/7/2025	4/24/2025
Nicole	Data	STEAM Teacher - Elementary	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Theresa	Lester	STEAM Teacher - Elementary	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Emily	Campion	Elementary Newcomer Teacher	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Judith	Espino	Elementary Newcomer Teacher	Permanent	TBD	1.0		assignment for 2025-26				8/7/2025	4/24/2025
Amanda	Clem	Reading Intervention Teacher	Permanent	District Office	0.5241	job share	assignment for 2025-26			approve	8/7/2025	4/24/2025
Carol	Abrahamson	Reading Intervention Teacher	Permanent	District Office	0.5241	job share	assignment for 2025-26			approve	8/7/2025	4/24/2025

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: Minutes

Agenda Item Title: Minutes for the March 27, 2025 Special Meeting Study Session

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Minutes for the March 27, 2025 Special Meeting Study Session.pdf	Backup Material	4/9/2025

Mountain View Whisman School District

Board of Trustees - Special Meeting Minutes

1400 Montecito Avenue
March 27, 2025
5:00 PM

The meeting will be streamed. Public comments must be done in person.

Live streaming available at
youtube.com/mvwsd

(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 (5:00 p.m.)

The meeting was called to order at 5:00 p.m.

A. Pledge

Trustees President Lambert led the Pledge of Allegiance.

B. Roll Call

Present: Conley, DiFazio, Henry, Lambert, Reed
Absent: None

C. Approval of Agenda

A motion was made by Devon Conley and seconded by Charles DiFazio to approve the agenda, as presented.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

II. CONSENT AGENDA

The following items will be handled with one action; however, any item may be removed from consideration by individual Board Members or the Superintendent.

A motion was made by Devon Conley and seconded by Charles DiFazio to approve the Consent Agenda, as presented.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

A. Personnel Report

1. Personnel Report to the Board of Trustees

B. Minutes

1. Minutes for the March 22, 2025 Special Board Meeting

III. ACTION AND DISCUSSION

A. (Discussion) Study Session - Workforce Housing Project

Peter Ingram outlined MVWSD's success criteria as filling available housing units at an affordable price point. Rent concessions were discussed. Starting April 4, two months of rent concessions can be provided free or spread out over the lease term. The concessions apply to 40 leases with no debt or financial burden on the property.

374 employees responded to the Employee Staff Housing Survey. Some of the data received is as follows:

- Most (62%) employees live outside of MV
- The average rent in these areas is $2684-$2781
- Most staff members currently rent two bedrooms

IV. 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.

V. CLOSED SESSION 7:00 p.m.

The meeting was adjourned to Closed Session at 7:00 p.m.

B. Negotiations

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code section 54956.8)

   Property: 777 West Middlefield Rd., Mountain View, California
   Agency Negotiator: Rebecca Westover, Chief Business Official, Jeff Baier, Superintendent; Phil Henderson & Sarine Abrahamian, Orbach Huff & Henderson
   Negotiating Parties: Mountain View Owner, LLC
   Under Negotiation: Price and terms of payment related to Option to Purchase Real Property

2. CONFERENCE WITH LABOR NEGOTIATOR (Government Code 54957.6)

   District Designated Representative, William Lambert, Board President
   Unrepresented employee: Superintendent

   Trustees will review and discuss a draft copy of the Superintendent's

Employment Contract, which will be included in the agenda for the next regular board meeting on Thursday, April 3, 2025.

VI. RECONVENE OPEN SESSION

The meeting was reconvened to Open Session at 7:45 p.m.

A. Closed Session Report

Trustees President Lambert reported that no action was taken by the Board in Closed Session on items V.B:

1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code section 54956.8) Property: 777 West Middlefield Rd., Mountain View, California
Agency Negotiator: Rebecca Westover, Chief Business Official, Jeff Baier, Superintendent; Phil Henderson & Sarine Abrahamian, Orbach Huff & Henderson
Negotiating Parties: Mountain View Owner, LLC
Under Negotiation: Price and terms of payment related to Option to Purchase Real Property

2 CONFERENCE WITH LABOR NEGOTIATOR (Government Code 54957.6)
District Designated Representative, William Lambert, Board President
Unrepresented employee: Superintendent

VII. FUTURE BOARD MEETING DATES

A. Future Board Meeting Dates

April 3, 2025
April 24, 2025

B. MVWSD 2024-25 Governance Calendar

2024-2025 Governance Calendar
Agenda items listed on a designated month on the Governance Calendar are subject to change.

VIII. ADJOURNMENT

The meeting was adjourned at 7:45 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.mvwsd.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.

Mountain View Whisman School District

Agenda Item for Board Meeting of 3/27/2025

Agenda Category: Remote Meeting Notice

Agenda Item Title: Remote Meeting

Estimated Time:

Person Responsible:

Background:

The meeting will be streamed. Public comments must be done in person.

Live streaming available at
youtube.com/mvwsd

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 3/27/2025

Agenda Category: Personnel Report

Agenda Item Title: Personnel Report to the Board of Trustees

Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

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Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Personnel Report to the Board of Trustees 3.27.25	Backup Material	3/25/2025

Mountain View Whisman School District
Personnel Report 2024-2025

First Name	Last Name	Position	Status	Site	FTE	Action	Details of Action	From	To	Admin. Rec.	Effective Date of Action	Date of Board Meeting
Isaiah	Herrera	Behavior Technician		Crittenden	0.875	leave of absence	statutory leave	2/10/2025	6/5/2025	approve	2/10/2025	3/27/2025
Mary	Colon	School Secretary		Crittenden	1.0	leave of absence	statutory leave	3/17/2025	3/28/2025	approve	3/17/2025	3/27/2025
Maria	Noriega	Noon Duty		Graham	0.5	new hire					3/24/2025	3/27/2025
Dalewyn	Spinks	Director		Maintenance & Operations	1.0	change of status	from Assistant Director to Director				3/25/2025	3/27/2025
Jorge	Silva	Custodian		Landels	1.0	leave of absence	personal leave	3/25/2025	4/11/2025	approve	3/25/2025	3/27/2025
Monica	Deeb	Instructional Assistant - Special Education		Graham	1.0	resignation					3/25/2025	3/27/2025
Sheila	Pasamonte	Noon Duty		Stevenson	0.4	leave of absence	personal leave	3/25/2025	4/24/2025	approve	3/25/2025	3/27/2025
Sanjuanita	Garza-Espinoza	Instructional Assistant - Special Education		Graham	0.875	release of probationary employee					3/25/2025	3/27/2025
Alisa	Stutzbach	Library Technician		Crittenden	0.875	leave of absence	statutory leave	4/1/2025	4/30/2025	approve	4/1/2025	3/27/2025
Kaitlin	Tannyhill	Teacher	Probationary	Bubb	1.0	leave of absence	statutory leave	5/13/2025	6/5/2025	approve	5/13/2025	3/27/2025
Cathy	Patterson	Instructional Coach	Permanent	Districtwide	1.0	resignation	resignation / retirement				6/5/2025	3/27/2025
Grace Leen	Dacera	Teacher	Probationary	TBD	1.0	change of status	from temporary to probationary for 2025-26				8/7/2025	3/27/2025

Mountain View Whisman School District

Agenda Item for Board Meeting of 3/27/2025

Agenda Category: Minutes

Agenda Item Title: Minutes for the March 22, 2025 Special Board Meeting

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Minutes for the March 22, 2025 Special Board Meeting	Backup Material	3/25/2025

Mountain View Whisman School District

Board of Trustees - Special Meeting Minutes

1400 Montecito Avenue
March 22, 2025
9:00 AM

The meeting will be streamed. Public comments must be done in person.

Live streaming available at
youtube.com/mvwsd

(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 (9:00 a.m.)

The meeting was Called to Order at 9:00 a.m.

A. Pledge

Trustee President Lambert led the Pledge of Allegiance.

B. Roll Call

Present: Devon Conley, Charles DiFazio, Lisa Henry, William Lambert, Ana Reed
Absent: None

C. Approval of Agenda

A motion was made by Devon Conley and seconded by Charles DiFazio to approve the Agenda, as presented.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

II. 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.

III. CLOSED SESSION

The meeting was adjourned to Close Session at 9:02 a.m.

A. Personnel Items

1. Public Employee Appointment / Discussion (Government Code Section 54957) Position: Superintendent

IV. RECONVENE OPEN SESSION

The meeting was reconvened to Open Session at 3:36 p.m.

B. Closed Session Report

Trustee President Lambert reported during the Closed Session that the Board of Trustees had selected a finalist for the new Superintendent position.

The Board of Trustees will work with legal counsel to negotiate the Superintendent's contract in the coming week.

A draft of the superintendent contract will be included with the agenda for the next regular board meeting on Thursday, April 3, 2025. This will give the public an opportunity to review and comment on the proposed contract. During the Meeting, the Board will appoint the new MVWSD superintendent and approve the Superintendent's contract.

V. FUTURE BOARD MEETING DATES

A. Future Board Meeting Dates

April 3, 2025
April 24, 2025

B. MVWSD 2024-25 Governance Calendar

2024-2025 Governance Calendar
Agenda items listed on a designated month on the Governance Calendar are subject to change.

VI. ADJOURNMENT

The meeting was adjourned at 3:37 p.m.

NOTICES FOR AUDIENCE MEMBERS

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

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

Mountain View Whisman School District

Agenda Item for Board Meeting of 3/27/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Discussion) Study Session - Workforce Housing Project

Estimated Time:

Person Responsible:

Background:
Trustees will be joined by Peter Ingram and Phil Henderson for a Study Session on the Workforce Housing Project.

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 3/27/2025

Agenda Category: Negotiations

Agenda Item Title: CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code section 54956.8)

Estimated Time:

Person Responsible:

Background:
Property: 777 West Middlefield Rd., Mountain View, California
Agency Negotiator: Rebecca Westover, Chief Business Official, Jeff Baier, Superintendent; Phil Henderson & Sarine Abrahamian, Orbach Huff & Henderson
Negotiating Parties: Mountain View Owner, LLC
Under Negotiation: Price and terms of payment related to Option to Purchase Real Property

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 3/27/2025

Agenda Category: Negotiations

Agenda Item Title: CONFERENCE WITH LABOR NEGOTIATOR (Government Code 54957.6)

Estimated Time:

Person Responsible:

Background:
District Designated Representative, William Lambert, Board President
Unrepresented employee: Superintendent

Trustees will review and discuss a draft copy of the Superintendent's Employment Contract, which will be included in the agenda for the next regular board meeting on Thursday, April 3, 2025.

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 3/27/2025

Agenda Category: FUTURE BOARD MEETING DATES

Agenda Item Title: Future Board Meeting Dates

Estimated Time:

Person Responsible:

Background:
April 3, 2025
April 24, 2025

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 3/27/2025

Agenda Category: FUTURE BOARD MEETING DATES

Agenda Item Title: MVWSD 2024-25 Governance Calendar

Estimated Time:

Person Responsible:

Background:
2024-2025 Governance Calendar
Agenda items listed on a designated month on the Governance Calendar are subject to change.

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: Minutes

Agenda Item Title: Minutes for the April 3, 2025 Regular Board MeetingMeeting

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Minutes for the April 3, 2025 Regular Board Meeting	Backup Material	4/22/2025

Mountain View Whisman School District

Board of Trustees - Regular Meeting

1400 Montecito Avenue
April 3, 2025

Meeting ID: 850 5286 4191
Passcode: 360854
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.

(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 (4:30 p.m.)

The meeting was called to order at 4:30 p.m.

A. Pledge

Trustee President Lambert led the Pledge of Allegiance.

B. Roll Call

Present: Devon Conley, Charles DiFazio, Lisa Henry, William Lambert, Ana Reed
Absent: None

C. Approval of Agenda

A motion was made by Devon Conley and seconded by Lisa Henry to approve the agenda as presented.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

II. 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.

III. CLOSED SESSION

The meeting was adjourned to Closed Session at 4:32 p.m.

A. Anticipated Litigation

1. Conference with Legal Counsel, Anticipated Litigation (Gov't Code 54956.9(d)(2)), One Matter

   Mediated agreement between parents of a student and District.

B. Property Negotiations

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code section 54956.8)

   Property: 777 West Middlefield Rd., Mountain View, California
   Agency Negotiator: Rebecca Westover, Chief Business Official, Jeff Baier, Superintendent; Phil Henderson & Sarine Abrahamian, Orbach Huff & Henderson
   Negotiating Parties: Mountain View Owner, LLC
   Under Negotiation: Price and terms of payment related to Option to Purchase Real Property

C. Personnel Items

1. Conference with Labor Negotiators (Government Code section 54957.6)

2. Public Employee Appointment (Government Code section 54957, subdivision (b)(1)) Title: Superintendent

3. Public Employee Discipline/Dismissal/Release (Government Code section 54957)

IV. RECONVENE OPEN SESSION 6:00 p.m.

Open Session was reconvened at 6:04 p.m.

A. Closed Session Report

Trustees President Lambert gave the following Closed Session report:

A. 1 Conference with Legal Counsel, Anticipated Litigation (Gov't Code 54956.9(d)(2)), One Matter. No action was taken.

B. 1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code section 54956.8).

Property: 777 West Middlefield Rd., Mountain View, California
Agency Negotiator: Rebecca Westover, Chief Business Official, Jeff Baier, Superintendent; Phil Henderson & Sarine Abrahamian, Orbach Huff & Henderson
Negotiating Parties: Mountain View Owner, LLC
Under Negotiation: Price and terms of payment related to Option to Purchase Real Property

The Board approved an amendment to the District's option agreement with the owners of the real property at the employee housing site, 699 Middlefield Avenue. That amendment extends the time when the District can exercise its option from June 30 to July 31, 2025. The motion was made by Trustee Conley, seconded by Trustee Lambert, and approved unanimously by the Trustees.

C. 1. Conference with Labor Negotiators (Government Code section 54957.6). This item was withdrawn.
District Designated Representative, William Lambert, Board President
Unrepresented employee: Superintendent

C. 2 Public Employee Appointment (Government Code section 54957, subdivision (b)(1)) Title: Superintendent. By unanimous vote of all five Board members of the Governing Board of the Mountain View Whisman School District appointed Jeffrey Baier to serve as the District's new Superintendent, beginning April 1, 2025.

Trustee Conley made the motion, which was seconded by Trustee Reed. No action was taken by the Board during Closed Session on the Superintendent Employment Agreement. As required by law, the Employment Agreement will be voted on during tonight's regular meeting as an Open Session action item.

C. 3 Public Employee Discipline/Dismissal/Release (Government Code section 54957). This item was withdrawn.

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

- Steven Nelson

V. SCHOOL SHOWCASE by Mariano Castro Elementary School

Through a video shared, Mariano Castro School aims to foster a passion for lifelong learning and expand students' perspectives about the world. They believe in the science of reading and implement the Amplify CKLA Curriculum to provide quality literacy instruction to students.

VI. 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 Devon Conley and seconded by Lisa Henry to approve the Agenda, removing contract 7, Logikcull, and item J Award of Contract Home to School Special Education & School Related Activities Transportation Services.

Trustee Henry questioned the contract for Logikcull and the sole-source letter received.

The trustees agreed to pull the Logikcull contract, and the staff will bring it back later with more explanation.

Trustee Lambert had a question regarding item J. Award of Contract Home to School Special Education & School Related Activities Transportation Services, and wanted clarification on the use of the busing services, the total cost for the contracts, and how it fits into the other busing services provided.

A. Personnel Report

1. Personnel Report to the Board of Trustees

B. Minutes

1. Minutes for the March 6, 2025, Regular Board Meeting

2. Minutes for the March 20, 2025 Regular BoardMeeting

C. Contracts

1. Ratification of Contracts

D. MVWSD and SJSU Counseling Intern Memorandum of Understanding

E. Approval of Monthly Reports for the Month of March 2025, ratifying some contracts and reviewing other contracts.

F. Approval of Schematic Design, Budget and Schedule for the Roofing Replacement Project Phase 1

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

- Steven Nelson

G. Approval of Schematic Design, Budget and Schedule for the Drinking Fountain w/Bottle Filler Replacement Project

H. Approval of New Job Description - Art Specialist

I. Approval of Job Description Occupational Therapist

J. Award of Contract - Home-To-School Special Education & School-Related Activities Transportation Services

K. Revised 2024-25 Board Meeting Calendar Date Change

L. 2025-2026 Board Meeting Calendar

VII. COMMUNICATIONS

A. Report of Employee Organizations

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

B. Interim Superintendent Report

Superintendent Baier reported that the third annual District Film Festival took place on Tuesday at the Graham Middle School Auditorium and congratulated all of the incredible student filmmakers! He was proud to share that the MVWSD School Site Sustainability Committee leads will present at the SCCOE Environmental Literacy Summit on April 5. The committee works hard to identify energy conservation and waste reduction opportunities at every school site. Crittenden's production of *Willy Wonka and* Graham's *The Pirates of Penzance Jr. wowed audiences.*
Manta Loma Elementary School proudly celebrated the Day of the Military Child on April 3. This special event honored the strength and resilience of children in military families.

VIII. COMMUNITY COMMENTS

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

- Steven Nelson

IX. REVIEW AND ACTION

A. (Action) Superintendent Employment Agreement

A motion was made by Devon Conley and seconded by Ana Reed to approve the Superintendent Employment Agreement with Jeffrey Baier.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

Trustees President Lambert reported that the Motion was to approve an employment agreement between the Board and Mr. Jeffrey Baier, appointed Mountain View Whisman School District Superintendent.

Before discussing and voting on the Agreement, Government Code section 54953 requires an oral summary of the recommended salary or compensation paid as fringe benefits for a local agency executive. The law requires that the summary be provided during an Open Session of a regular meeting in which the final action is to be taken.

Accordingly, the following is an oral summary of the recommended financial terms of the Superintendent Employment Agreement:

1. The employment agreement has a 3-year term beginning April 1, 2025, and ending June 30, 2028, unless extended or terminated earlier pursuant to the terms of the Agreement.
2. The Superintendent’s annual base salary is $385,000.
3. The Superintendent will be a 12-month employee with a 224-day work year. He shall not accrue vacation but shall accrue one (1) sick leave day per month. He shall not be eligible for overtime pay or compensatory time off.
4. The Superintendent shall be eligible to participate and receive the same District-

offered health and welfare benefits on the same terms offered to other District certificated management employees and their dependents.
5. The Superintendent shall receive a monthly automobile allowance of $500.
6. The District shall reimburse the Superintendent for actual and necessary expenses incurred in the performance of his duties, and pay for his annual membership dues for ACSA and a community service club of his choosing.
7. There are no provisions in the Agreement related to automatic salary increases, “me too” provisions, higher education stipends, housing subsidies, longevity payments, cafeteria plans or retiree benefits.

The following member of the community addressed the Board of Trustees:
- Steven Nelson

B. (Discussion) Special Education Update

Frank Selvaggio, Director of Special Education, updated the Trustees on the efforts to improve services for students with disabilities and expand inclusive education. He started the Special Education Future Leader Mentor group and established a Parent Advisory Committee for Spanish and English families. He shared that five credentialed Special Education teachers for 2025-2026 have been hired.

The following member of the community addressed the Board of Trustees:
- Steven Nelson
- Nhung Liu

C. (Discussion) Reading Difficulty Risk Screener Adoption

Cyndee Nguyen, Ed.D.the, the Interim Director of Curriculum, Instruction, and Assessment, presented an update on the Reading Difficulty Risk Screener committee's work and the committee's recommendations to adopt AmplifymCLASS DIBELS and Lectura as MVWSD's universal reading risk screener for grades K-2.

California LEAs must adopt a Reading Difficulty Risk Screener (RDRS) by June 30, 2025, for annual use beginning in the 2025-26 school year.

Trustees agreed this item could be returned at the next meeting under Consent for approval.

The following member of the community addressed the Board of Trustees:
- Nhung Liu

D. (Discussion) Update on Multilingual Learner / English Learner Program

Geoff Chang, Director of Federal, State, and Strategic Programs, presented an update on the goals of the Multilingual Learner and English Learner Programs. Through targeted

instruction, newcomer programs, and enhanced progress monitoring, support will continue for the Hispanic, socioeconomically disadvantaged, or those with disabilities.

Goal 1: Multilingual Learners will advance levels in their English speaking, listening, reading, and writing each year.

Goal 2: Multilingual Learners will reclassify as fluent within the research-backed time frame of 5-7 years.

Goal 3: Multilingual Learners will continue to perform academically at high levels after reclassification.

E. (Action) State Preschool Pay Incentive

A motion was made by Devon Conley and seconded by William Lambert to approve the temporary Cost of Care Allocation funding from the CDE.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

The California Department of Education began issuing additional funds to state preschool contractors in June 2023 as a temporary plan to compensate programs for reimbursement rates that do not truly reflect the cost of care. These temporary rate increase allocations will be issued through June 2025.

F. (Discussion) Canopy Partnership at Bubb Update

The District approved a $20,000 contract with Canopy to support tree planting efforts in preparation for the Outdoor Learning Project at Bubb Elementary. The District, Canopy, and the City have collaborated closely, gathering community feedback and refining plans to ensure the success of this initiative.

The City has joined as a partner, providing input and adjusting irrigation systems to support the newly planted trees. Canopy presented a proposed plan for planting.

The project at Bubb Elementary is a pilot initiative, and Canopy will provide ongoing tree care for the next three years to ensure long-term success.

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

- Nancy Achter

G. (Action) Resolution No. 01-040325 Supporting the Recognition of National Arab American Heritage Month

A motion was made by Devon Conley and seconded by Ana Reed to approve Resolution No. 01-040325 Supporting the Recognition of National Arab American Heritage Month.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

April 1, 2025, began National Arab American Heritage Month. MVWSD recognizes the importance of honoring the achievements of our Arab American community members. Mountain View Whisman honors them this month ad infinitum.

H. (Action) Rent Concession Staff Housing

A motion was made by Ana Reed and seconded by William Lambert to approve staff to implement the rent concession program, as described.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

Staff recommended the approval of a rent concession initiative for potential tenants in the District's staff housing building. Under this proposal, eligible tenants will receive the equivalent of two months' rent as a concession.
The rent concessions will begin on April 4, 2025, and will be offered to 40 leases. This initiative is designed to provide financial relief, incentivize lease signings, and promote long-term occupancy and housing stability for District staff, without creating additional debt or financial strain for the project, as the units would otherwise remain vacant without this incentive.

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

- Nancy Achter

X. BOARD UPDATES

Trustee Henry shared that she attended CSBA's Fiscal Responsibility: Key Financial Concepts for New Board Members and encouraged her fellow trustees to participate in the following training on April 14.

Trustee DiFazio attended the Crittenden Musical (Wonka Jr.) and the third annual District Film Festival.

Trustee Conley traveled to Sacramento's CSBA Board of Directors meeting and mentioned the Cost2Coast Federal Advocacy trip. Since the district is not represented, she requested a two-page document regarding issues at the federal level to be sent with the delegation from the MVWSD region.

XI. FUTURE BOARD MEETING DATES

A. Future Board Meeting Dates

April 24, 2025
May 8, 2025

B. MVWSD 2024-25 Governance Calendar

2024-2025 Governance Calendar
Agenda items listed on a designated month on the Governance Calendar are subject to change.

XII. ADJOURNMENT

The meeting was adjourned at 9:14 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.mvwsd.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.

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: Minutes

Agenda Item Title: Minutes for the April 15, 2025, Special Board Meeting

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Minutes for the April 15, 2025, Special Board Meeting	Backup Material	4/21/2025

Mountain View Whisman School District

Board of Trustees - Special Meeting Minutes

1400 Montecito Avenue
April 15, 2025
5:30 PM

The meeting will be streamed. Public comments must be done in person.

Live streaming available at
youtube.com/mvwsd

(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 (5:30 p.m.)

The meeting was called to order at 5:30 p.m.

A. Pledge

Trustee President Lambert Led the Pledge of Allegiance.

B. Roll Call

Present: Devon Conley, Charles DiFazio, William Lambert, Ana Reed
Absent: Lisa Henry

Trustee Henry arrived a few minutes late.

C. Approval of Agenda

A motion was made by Devon Conley and seconded by Ana Reed to appove the Agenda, as presented.

Ayes: Conley, DiFazio, Lambert, Reed

Absent: Henry

II. 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.

III. CLOSED SESSION

The meeting was adjourned to Closed Session at 5:32 p.m.

A. Litigation

1. Conference with Legal Counsel–Existing Litigation pursuant to Government Code § 54956.9(d)(1) John Roe 1, et al, v. Mountain View Whisman School District, et al. – Santa Cruz County Superior Court, Case 22CV02834

2. Conference With Legal Counsel – Existing Litigation (Gov. Code § 54956.9(d)(1) Pauline Facciano v. Mountain View Whisman School District – Santa Clara County Superior Court, Civil Case No. 21CV388696

3. Conference with Legal Counsel— Anticipated Litigation (Government Code section 54956.9, subd. (d), para (2).) One potential case

B. Personnel

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

IV. RECONVENE OPEN SESSION

The meeting was reconvened to Open Session at 7:23 p.m.

A. Closed Session Report

Trustee President Lambert reported that no reportable action was taken in Closed Session.

V. FUTURE BOARD MEETING DATES

A. Future Board Meeting Dates

April 24, 2025
May 8, 2025
May 29, 2025
June 12, 2025

B. MVWSD 2024-25 Governance Calendar

2024-2025 Governance Calendar
Agenda items listed on a designated month on the Governance Calendar are subject to change.

VI. ADJOURNMENT

The meeting was adjourned at 7:24 p.m.

NOTICES FOR AUDIENCE MEMBERS

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

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/15/2025

Agenda Category: Remote Meeting Notice

Agenda Item Title: Remote Meeting

Estimated Time:

Person Responsible:

Background:

The meeting will be streamed. Public comments must be done in person.

Live streaming available at
youtube.com/mvwsd

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/15/2025

Agenda Category: Litigation

Agenda Item Title: Conference with Legal Counsel–Existing Litigation pursuant to Government Code § 54956.9(d)(1) John Roe 1, et al, v. Mountain View Whisman School District, et al. – Santa Cruz County Superior Court, Case 22CV02834

Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

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Background:

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/15/2025

Agenda Category: Litigation

Agenda Item Title: Conference With Legal Counsel – Existing Litigation (Gov. Code § 54956.9(d)(1) Pauline Facciano v. Mountain View Whisman School District – Santa Clara County Superior Court, Civil Case No. 21CV388696

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/15/2025

Agenda Category: Litigation

Agenda Item Title: Conference with Legal Counsel— Anticipated Litigation (Government Code section 54956.9, subd. (d), para (2).) One potential case

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/15/2025

Agenda Category: Personnel

Agenda Item Title: Public Employee Discipline/Dismissal/Release (Gov. §54957. subd. (b)(1))

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/15/2025

Agenda Category: FUTURE BOARD MEETING DATES

Agenda Item Title: Future Board Meeting Dates

Estimated Time:

Person Responsible:

Background:
April 24, 2025
May 8, 2025
May 29, 2025
June 12, 2025

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/15/2025

Agenda Category: FUTURE BOARD MEETING DATES

Agenda Item Title: MVWSD 2024-25 Governance Calendar

Estimated Time:

Person Responsible:

Background:
2024-2025 Governance Calendar
Agenda items listed on a designated month on the Governance Calendar are subject to change.

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: Contracts

Agenda Item Title: (Action) Ratification of Contracts

Estimated Time:

Person Responsible:
Rebecca Westover, Ed.D., Chief Business Officer

Background:
The following contracts have been provided to the District's governing board ("**Board**") for ordering payment and for ratification.

The Board approved on November 7, 2024, Resolution No. 06-110724, delegating the authority to award contracts contained in Education Code section 17604 to the District's Superintendent, Chief Business Officer, Associate Superintendent(s), and Assistant Superintendent(s), altogether, "**Authorized Individuals**". Contracts awarded by Authorized Individuals under Resolution No. 06-110724 are "**Delegated Contracts**." The Board limited the delegated authority for Delegated Contracts with the following additional requirements:

- **Student Services.** No limit for classroom-based services for individual students, services related to Individual Education Plans, or other special education services;
- **Construction, Repairs or Maintenance.** $220,000 limit for construction, repair or maintenance services utilizing a resolution passed in 2004 to utilize the California Uniform Public Construction Cost Account Act (CUPCCAA);
- **Services.** $50,000 limit, per vendor per year, for all other services;
- **Equipment, Materials and Supplies.** Up to the current bid limit for equipment, materials and supplies ($114,500 in 2024; Public Contract Code §20111).

The Business Office conducts a review of contracts to ensure compliance with terms and conditions. However, the responsibility for evaluating the quality and delivery of services outlined in the contract rests with the staff members who negotiate the agreements.

This agenda item is for ratification of the following contracts:

1. Bailey Fence Company - will provide repairs and work for damaged fence at Monta Loma elementary. 4/7/25 - 6/30/25. $7,967.00
2. California's Great America - will provide 176 youth admission tickets for Crittenden Middle School on 5/29/25. $6,600.00 (PTA)
3. Christian Bellissimo - will provide a 3 hour in person professional development for preschool staff. 8/1/25 - 5/30/26. $4,435.00
4. EdTheory LLC - will provide bilingual speech and language services for the Special Education Department for the 25/26 school year. 7/1/25 - 6/30/26. Not to exceed $164,736.00
5. EmpowerEd Psychological Services Inc. - will provide IEE (Independent Education Evaluation) for the Special Education Department 4/25/25 - 6/30/25. $8,000.00

6. NatureBridge - will provide a Yosemite program for 190 students and 20 adults from Crittenden Middle School from 915/25 - 9/19/25. $174,930.00
7. NatureBridge - will provide a Yosemite program for 270 students and 27 adults from Graham Middle School from 3/23/26 - 3/27/26. $247,401.00
8. Outside Voices Speech Therapy, PC - will provide Augmentative and Alternative communication support to special education students for the 25/26 school year. 7/1/25 - 6/30/26. Not to exceed $104,500.00
9. Palo Alto Junior Museum & Zoo - will provide animal visits to all TK students at Theuerkauf on 5/28/25. $442.00
10. PBC Guru, LLC - will provide BookBreak virtual school author talk program, at least once per month, for all school sites that participate. 7/1/25 - 6/30/26. Not to exceed $16,020.00
11. Rhythm and Moves, Inc. - will provide one 30 minute PE class per week to the TK and K classrooms at Imai; total of 5 classes per week for the 25/26 school year. $10,187.50 (PTA)
12. Rhythm and Moves - will provide Physical Education services program for all 1st - 5th graders for the 25/26 school year. 8/11/25 - 6/12/26. $888,350.00
13. Speech Therapy Link, Inc. - Contract staff will provide speech and language services for the Special Education Department for the 25/26 school year. 7/1/25 - 6/30/26. Not to exceed $517,229.00
14. TechSmart - will provide teacher licenses and unlimited student licenses for Middle School students in Python Coding class for the 25/26 school year. $14,500.00
15. Xerox - will provide additional Xerox copy machine for Staff Housing; lease agreement 39 months from start date. $130.21 per month and $0.0066 per print. Paid by Staff Housing.

Fiscal Implication:
See background details attached

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

ATTACHMENTS:

Description	Type	Upload Date
Bailey Fence Company PSA	Backup Material	4/16/2025
California's Great America _ Crittenden	Backup Material	4/17/2025
Christian Bellissimo PSA	Backup Material	4/16/2025
EdTheory LLC	Backup Material	4/17/2025
EmpowerEd Psychological Services Inc.	Backup Material	4/17/2025
NatureBridge Yosemite for Crittenden	Backup Material	4/16/2025
NatureBridge Yosemite for Graham	Backup Material	4/16/2025
Outside Voices Speech Therapy, PC	Backup Material	4/17/2025
Palo Alto Junior Museum PSA _Theuerkauf	Backup Material	4/16/2025
PBC Guru, LLC	Backup Material	4/16/2025
Rhythm and Moves PSA _ Imai	Backup Material	4/16/2025
Rhythm and Moves 2025-2026	Backup Material	4/17/2025
Speech Therapy Link Inc.	Backup Material	4/17/2025
TechSmart PSA	Backup Material	4/16/2025
Xerox Lease	Backup Material	4/16/2025

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 2025 ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and Bailey Fence Company, Inc. ("**Contractor**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties.**"

1. Services Check one of the options below

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

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

See Attached

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 $ 7967.00

☐ **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: April 7th, 2025 Services End Date: June 30th, 2025

4. Submittal of Documents

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

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

5. Classified Service

☐ **YES** ☑ **NO**

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

6. Notice

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

Mountain View Whisman School District	**Contractor:**	Bailey Fence Company, Inc.
1400 Montecito Ave.	**Street**	3205 Baumberg Ave.
Mountain View, CA 94043	**City, Sate, Zip**	Hayward, CA 94545
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 **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: KD

(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: Dalewyn Spinks DS

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:** KD

(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: DS

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

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

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

Contractor's Initials Here: _____

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

4. **Standard of Care.**

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

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

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

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

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

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

7. **Termination.**

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

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

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

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

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

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

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

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

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

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

13. **Safety and Security.** Contractor is responsible for

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq*. and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

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

11. Infectious Disease Requirements

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

Contractor's Initials Here:

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☑ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 94-3006836

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-8150-0-5670-00-0000-8110-000000-009-0550

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: Bailey Fence CO.
Dated: April 1st, 2025	Dated: 4/2/2025
Signature:	Signature:
Print Name: Dalewyn Spinks	Print Name: Kent Bailey
Print Title: Director, MOT	Print Title: Vice President

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

Board of Trustees Action (District Office Use Only)

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

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 2025 ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and Bailey Fence Company, Inc. ("**Contractor**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties.**"

1. Services Check one of the options below

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

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

See Attached

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 $ 7967.00

☐ **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: April 7th, 2025 Services End Date: June 30th, 2025

4. Submittal of Documents

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

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

5. Classified Service

☐ **YES** ☑ **NO**

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

6. Notice

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

Mountain View Whisman School District	**Contractor:**	Bailey Fence Company, Inc.
1400 Montecito Ave.	**Street**	3205 Baumberg Ave.
Mountain View, CA 94043	**City, Sate, Zip**	Hayward, CA 94545
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 **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: KD

(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: Dalewyn Spinks DS

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:** KD

(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: DS

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

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

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

Contractor's Initials Here: _____

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

4. **Standard of Care.**

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

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

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

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

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

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

7. **Termination.**

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

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

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

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

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

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

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

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

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

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

13. **Safety and Security.** Contractor is responsible for

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq*. and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

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

11. Infectious Disease Requirements

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

Contractor's Initials Here:

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☑ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 94-3006836

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-8150-0-5670-00-0000-8110-000000-009-0550

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: Bailey Fence CO.
Dated: April 1st, 2025	Dated: 4/2/2025
Signature:	Signature:
Print Name: Dalewyn Spinks	Print Name: Kent Bailey
Print Title: Director, MOT	Print Title: Vice President

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

Board of Trustees Action (District Office Use Only)

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

BAILEY FENCE COMPANY, INC.
3205 BAUMBERG AVE. HAYWARD, CA 94545
(510) 783-2980 . FAX (510) 783-2989
CA LIC # 498661

PROPOSAL

JOB NO. _____

DATE 3-31-25

PROPOSAL TO Mountain View School District / ATTN Dalewyn Spinks Director PHONE # 650-526-3570

ADDRESS _____ JOB PHONE# _____

JOB ADDRESS Monta Loma School 460 Thompsom Ave. Mountain View, CA

TOTAL HEIGHT 10', 6' and 6' BARBED WIRE ☐ NO BARBED WIRE ☒ TYPE NO. Chain Link & Wood HEIGHT OF FABRIC 10' and 6' H

STYLE FABRIC GALV GAUGE 9 MESH 2" GALV. AFTER WEAVING TOP RAIL TOP TENSION WIRE

LINE POSTS 2 3/8" SPACE 10' O.C. PLANGED DRIVEN CONCRETE END POSTS CORNER POSTS

WALK GATE POSTS DRIVE GATE POSTS GATES

ERECTED IN PLACE MATERIAL ONLY SIZE FRAMES

QUANTITY	DESCRIPTION		
20'	Scope of Work: Take down existing damage chain link fence		
	10' H, mesh and (3) damage fence post, and damage rails		
	Install (3) new fence post with concrete footing 12" x 36" Deep		
	new top, mid and bottom rails, Install new 2" chain link mesh.		
	Client to take down existing brush on chain link fence		
10'	Scope of Work: Take down existing damage chain link fence		
	install new top rail and new 2" mesh.		
	Client to take down existing brush on chain link fence		
10'	Scope of Work: at 339 Anna St, neighbor damage wood fence		
	cut half at the top 4" x 4" damage pressure treated wood post		
	splice in place new pressure treated fence post 3 each		
	Install new wood and old existing boards		
	TOTAL PRICE (INCLUDING LABOR, MATERIAL AND TAXES)		$7,967.00

THIS BID FORM WILL BE MADE AN ATTACHMENT TO ANY ENSUING CONTRACT

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Bailey Fence Company, Inc.

***REQUIRED CHECKBOX* for Service Contracts**

☒ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☐ **Contract for Professional Services / Special Services**

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

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

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

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

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

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

☐ **Contract for Waste Services {MOT or CBO}**

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

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

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

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

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

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

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

☐ **Contract for Educational Materials {Ed Services}**

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Emergency Contracts {CBO Only}**

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

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	April 1st, 20 25	Date:	April 16, 20 25
Print Name:	Dalewyn Spinks	Print Name:	Rebecca Westover
Print Title:	Director, MOT	Print Title:	Chief Business Officer

For Department: MOT

Checklist not required for school sites

Docusign Envelope ID: C9FE3EB7-6832-4BD0-911C-19F578CB2D90

California's Great America

PARK
Cedar Fair Southwest Inc. d/b/a California' s Great America
PREPAID AGREEMENT

Event Day(s): Thursday | Event Date(s): 5/29/2025 | Sales Rep: Ray Pascual

Organization/GROUP: Crittenden Middle School | Customer #: SF-0000668334

Billing Address: 1701 Rock Street | City: Mountain View | State: California | Zip: 94043

Primary Contact: Marco Arcé | Title:

Phone: (650)903-6945 ext. 2356 | Email: marce@mvwsd.org

AP Contact: | AP Phone: | AP Email:

Unpackaged Items

Qty	Price	Tax	Price + Tax	Subtotal	Item/Description
165	$40.00	$0.00	$40.00	$6,600.00	Youth Admission
11	$0.00	$0.00	$0.00	$0.00	Complimentary Admission (15:1)

Ticket/Package Minimum: 100 **Ordered Amount:** $6,600.00 **Final Payment Due Date:** 5/15/2025

Payment in full for the Ordered Amount is required before tickets will be distributed.

SPECIAL PROVISIONS:

PLEASE READ ENTIRE AGREEMENT. Agreement of GROUP to all terms and conditions listed in this agreement ("Agreement") is indicated by the signature below. This Agreement becomes effective only after (i) a signed copy has been received by the PARK, whereupon it shall become a binding Agreement between GROUP and PARK in accordance with terms and conditions.

Event Terms & Conditions

Tickets

1. PARK agrees to provide GROUP an initial order of tickets ("Initial Order").
2. All tickets will be distributed electronically to the Event Contact via the MyGroup Tickets website.
3. Final Guaranteed Count for tickets/packages is due twenty one (21) days prior to the Event date and final payment is due fourteen (14) days prior to the Event date.
   Final Guaranteed Count Due Date: 5/8/2025.
4. GROUP agrees that issued tickets may be made available only to GROUP's employee's, members and/or guests (and may not be made available to the general public). Tickets shall not be resold or otherwise distributed to other companies or individuals.

Payments

1. To be exempt from applicable taxes, appropriate documentation must be provided at time of Agreement. Some local taxes (if applicable) are not exemptible.
2. The invoice will be sent via email to the Accounts Payable Contact. Payment is due 14 days before the Event Date.
3. Tickets will be distributed once payment is received in **Full** for Ordered Amount.
4. A fee of $50 will be assessed for each returned check.
5. Accounts 30 days past due will be assessed a late payment charge at the rate of 1.5% per month or the maximum allowed by law on unpaid balance and reasonable cost to collect, including attorney fees.
6. If any balance remains unpaid at 120 days for any reason, PARK may send to a collection agency. GROUP agrees to pay any additional fees (including attorneys fees) incurred as a result of any such collections efforts.
7. Purchase orders, if issued by GROUP in connection with this Agreement, are not accepted and shall not modify or amend the terms and conditions of this Agreement in whole or part.
8. If GROUP requires PARK to use GROUP's internal payable system or portal (a "Portal") for PARK to receive payment, or if GROUP intends to condition payment upon any other internal procurement or accounts payable systems or documentation, such condition shall be incorporated into this Agreement. Any delays in making full payment as a result of setting up PARK as a vendor in GROUP's Portal or other internal system, approving invoices through any such Portal or internal system, or any other delays as a result of GROUP's internal policies or procedures, may result in late fees being assessed as described above if the ordered amount is not paid on time.

Payment Methods & Remittance

Check	Credit Card	ACH Account Info	Wire Transfer
Payable to: California's Great America Lockbox: California's Great America PO Box 848412 Los Angeles, CA 90084-8412 Overnight: Lockbox Services: 848412, California's Great America, 3440 Flair Drive El Monte, CA 91731 *Please mail a copy of the invoice with any checks.	Payment links are available upon request.	Acct. Name: Six Flags Entertainment Corporation Bank: Wells Fargo Bank NA 420 Montgomery St. San Francisco, CA 94104 Routing #: 121000248 Account #: 4945819001 Account Type: Checking	Routing #: 121000248 Account #: 4945819001 Swift Code: WFBIUS6S
W9: https://groups.sixflags.com/CGA-W9		Include the invoice # in the ACH/Wire transfer description and email remittance receipt along with invoice copy to ar@sixflags.com.	

Docusign Envelope ID: C9FE3EB7-6832-4BD0-911C-19F578CB2D90

General Terms & Conditions

1. Any reorders of previously ordered products or services shall be requested in writing. Any orders of additional products require an amendment or addendum to this Agreement.
2. All Events are rain or shine. No rain checks or refunds.
3. Force Majeure: In the event any acts of God, war, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, pandemic, government order or any other event of a comparable nature beyond the party's control make it illegal or impossible for a party to perform its obligations under this Agreement, the parties shall reschedule the date of the Event.
4. Items/merchandise may NOT be brought into the PARK or picnic venue for distribution, unless previously authorized by PARK in writing. Written requests shall include a specific list of items to be distributed. No external food or beverages are permitted onsite.
5. Use of Outside Entities by Customer must be approved by PARK in writing. As a condition of PARK permitting use of its facilities, PARK requires that all outside entertainers, photographers, contractors, vendors or other personnel or entities providing services, operating or otherwise conducting business on the Premises ("Outside Entities") must execute and have its personnel execute a Waiver and Release as a precondition to perform its services on the Premises.
6. PARK's (and including PARK's affiliates) trademark, logos or other intellectual property may not be used in any communications or materials in any manner without PARK's prior written consent. Furthermore, no promotional materials or other communications regarding the Event, or videos or images of the event, may be used or displayed publicly (i.e. other than internally within GROUP's organization) without PARK's prior written consent.
7. Prices, hours, dates, and attraction availability are subject to change without notice. Price schedules become final on the day of the Agreement approval. PARK reserves the right to be closed to the public and Season Pass holders for private Events, capacity limitations, and other reasons. Certain attractions and/or PARK facilities may be closed due to inclement weather, extreme temperatures, maintenance, and/or other reasons.
8. Event guests should be encouraged to visit sixflags.com for PARK information, policies, and FAQ.
9. This Agreement is governed by, and is to be construed in accordance with, the laws of the state in which PARK is located. Customer hereby irrevocably submits to the exclusive jurisdiction of a state or federal court of competent jurisdiction in the state in which PARK is located for the purposes of any action arising out of this Agreement. Customer shall be responsible for all costs including reasonable attorney's fees that may be incurred as a result of its failure to make timely payment.
10. This Agreement shall be legally binding upon and shall inure to the benefit of the parties hereto, their respective successors and permitted assigns. Customer shall not assign this Agreement nor any rights or obligations set forth herein, in whole or in part, without the prior written consent of PARK.

Agreement of GROUP to all foregoing terms and conditions is indicated by signature below.

Signature: _____

ORGANIZATION (GROUP) REPRESENTATIVE DATE

Printed Name: _____

Title: _____

Docusign Envelope ID: C9FE3EB7-6832-4BD0-911C-19F578CB2D90

California's Great America

Prepaid Invoice

(Not Valid Without A Signed Agreement)

Account #:	SF-0000668334		
Account Name:	Crittenden Middle School	**Invoice Date:**	4/15/2025
Contact:	Marco Arcé	**Payment Due Date:**	5/15/2025
Billing Address:	1701 Rock Street Mountain View, California 94043	**Event Date:**	5/29/2025
Phone:	(650)903-6945 ext. 2356	**Salesperson:**	Ray Pascual
Email:	marce@mvwsd.org	**Taxable:**	Not Exempt

Invoice Summary

Item/Description	Qty	Price	Tax	Price + Tax	Subtotal
Youth Admission	165	$40.00	$0.00	$40.00	$6,600.00
Complimentary Admission (15:1)	11	$0.00	$0.00	$0.00	$0.00
				Subtotal:	$6,600.00
Payments & Credits					
					$0.00

Special Instructions:

- Payment Terms: **Prepaid**
- For questions about this invoice please contact: ga.salessupport@cagreatamerica.com
- Please return a copy of this invoice with mailed payments.
- Please reference Account # (above) on any check payments.
- Tickets and packages will not be released until payment is received for this invoice.
- Deposits are non-refundable and will be applied to the total balance due.
- Include the Account # in the ACH/Wire transfer description and email remittance receipt along with invoice copy to ar@sixflags.com.
- Taxes can be removed if a valid Tax Exemption Certificate is submitted before payment.

W9: https://groups.sixflags.com/CGA-W9

Total Due: $6,600.00

Please Remit Checks To:
California's Great America
Lockbox: California's Great America PO Box 848412 Los Angeles, CA 90084-8412
Overnight: Lockbox Services: 848412, California's Great America, 3440 Flair Drive El Monte, CA 91731

To pay by credit card, request a payment link here.

VISA mastercard DISCOVER

ACH Account Info
Acct. Name: Six Flags Entertainment Corporation
Bank: Wells Fargo Bank NA 420 Montgomery St. San Francisco, CA 94104
Routing #: 121000248
Account #: 4945819001
Account Type: Checking

Wire Transfer
Routing #: 121000248
Account #: 4945819001
Swift Code: WFBIUS6S

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20__ ("Agreement"), by and between and Mountain View Whisman School District ("District") and Christian Bellissimo ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. Services Check one of the options below

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

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

Christian Bellissimo will provide a three hour, in-person professional development workshop for preschool staff on using play to support children's social-emotional learning.

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 $ 4,435.00

☐ 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: August 1, 2025 Services End Date: May 30, 2026

4. Submittal of Documents

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

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

5. Classified Service

☐ YES ☑ NO

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

6. Notice

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

Mountain View Whisman School District	Contractor:	Christian Bellissimo
1400 Montecito Ave.	Street	179 Avenue at the Commons, PO Box 7546
Mountain View, CA 94043	City, Sate, Zip	Shrewsbury, New Jersey 07747 Shrewsbury, NJ 07702
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 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: CB

(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: Terri W. Kemper TWK

8. Tuberculosis (TB) Screening

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

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

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

☑ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative Initials here: TWK

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

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

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

Contractor's Initials Here: CD

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: CB

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

2. Infectious Disease & Extra Work.

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

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

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

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

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

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

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

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

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

Employer Identification and/or SSN#: 20-0775155

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 120-6105-0-5830-00-0001-1000-000000-009-0275

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

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	Contractor Name: Christian Bellissimo
Dated: March 20, 2025	Dated: March 27, 2025
Signature: TW Kemper	Signature:
Print Name: Terri W. Kemper	Print Name: Christian Bellissimo
Print Title: Director, Preschool Programs	Print Title: play therapist

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

Board of Trustees Action (District Office Use Only)

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

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Christian Bellissimo

***REQUIRED CHECKBOX* for Service Contracts**

☑ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☑ **Contract for Professional Services / Special Services**

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

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

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

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

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

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

☐ **Contract for Waste Services {MOT or CBO}**

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

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

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

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

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

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

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

☐ **Contract for Educational Materials {Ed Services}**

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Emergency Contracts {CBO Only}**

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

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:	T.W. Kemper	Signature:	
Date:	March 28, 2025	Date:	April 4, 2025
Print Name:	Terri W. Kemper	Print Name:	Cathy Baur
Print Title:	Director, Preschool Programs	Print Title:	Associate Superintendent

For Department: Pre-school - professional Dev. $4,435

Checklist not required for school sites

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20_____ (**"Agreement"**), by and between and **Mountain View Whisman School District** (**"District"**) and EdTheory LLC (**"Contractor"**). Contractor and District may be referred to herein individually as a **"Party"** or collectively as the **"Parties."**

1. Services Check one of the options below

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

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

Due to a shortage of internal applicants, EdTheory will provide one bilingual speech-language pathologist for the 2025–2026 school year.

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 $ 104 Total not to exceed $ 164,736

☐ **Option 3** – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: July 1, 2025 Services End Date: June 30, 2026

4. Submittal of Documents

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

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form Onfile

5. Classified Service

☐ **YES** ☑ **NO**

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

6. Notice

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

Mountain View Whisman School District	**Contractor:**	EdTheory LLC
1400 Montecito Ave.	**Street**	6701 Koll Center Pkwy Suite 250
Mountain View, CA 94043	**City, Sate, Zip**	Pleasanton, CA 94566
Attn: Chief Business Officer	**Attn:**	Marvel Philip- Chief Executive Officer

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

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

Contractor's Initials Here: MP

(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: Frank Selvaggio FS

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:** MP

(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: FS

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: MP

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: MP

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☑ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 82-4675419

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-6500-0-5830-00-5761-1180-000000-009-0350

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:** EdTheory LLC
Dated: April 14, 20 25	Dated: April 8, 20 25
Signature:	Signature:
Print Name: Frank Selvaggio	Print Name: Marvel Philip
Print Title: Special Education Director	Print Title: Chief Executive Officer

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

Board of Trustees Action (District Office Use Only)

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

EDTHEORY
LIVES TRANSFORMED FOREVER

6701 Koll Center
Parkway, Suite #250,
Pleasanton, CA 94566
Phone: (925) 500-8383

RATE SHEET – 2025-26

Job Title	Hourly Rate
Speech and Language Pathologist (Monolingual)	$104.00
Speech and Language Pathologist (Bilingual)	$106.00
Speech and Language Pathology Assistant (Monolingual)	$80.00
Speech and Language Pathology Assistant (Bilingual)	$82.00
School Psychologist (Monolingual)	$124.00
School Psychologist (Bilingual)	$126.00
Special Education Teacher	$104.00
Adapted Physical Education (APE)	$104.00
Occupational Therapist	$104.00
Physical Therapist	$104.00
Certified School Nurse (CSN)/RN	$104.00
Board Certified Behavior Analyst (BCBA)	$124.00

Classified Staffing	
Job Title	**Hourly Rate**
Instructional Assistant/Aide	$57.00
Licensed Vocational Nurse (LVN)	$79.00
Certified Nurse Assistant (CNA)	$65.00
Registered Behavioral Technician (RBT)	$67.00
Behavioral Technician (BT)	$60.00
Mental Health Technician	$67.00
Associate Marriage and Family Technician (AMFT)	$93.00

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: EdTheory LLC

***REQUIRED CHECKBOX* for Service Contracts**

☑ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☑ **Contract for Professional Services / Special Services**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Emergency Contracts {CBO Only}**

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

Both signatures below are required

Approval by Department Head (Minimum: Manager level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	4/16, 20 25	Date:	4/14, 20 25
Print Name:	Frank Selvaggio	Print Name:	Cathy Baur
Print Title:	Special Education Director	Print Title:	Associate Superintendent

For Department: Special Education — Ed Theory — $164,736

Checklist not required for school sites

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20 25 ("Agreement"), by and between and Mountain View Whisman School District ("District") and EmpowerEd Psychological Services Inc. ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. Services Check one of the options below

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

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

2. Price & Payment Check one of the options below

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

☑ Option 1 – Flat Fee of $ 8,000

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

☐ Option 3 – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: April 25, 2025 Services End Date: June 30, 2025

4. Submittal of Documents

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

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

5. Classified Service

☑ YES ☐ NO

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

6. Notice

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

Mountain View Whisman School District	Contractor:	EmpowerEd Psychological Services
1400 Montecito Ave.	Street	1299 4th Street, Suite 306
Mountain View, CA 94043	City, Sate, Zip	San Rafael, CA 94901
Attn: Chief Business Officer	Attn:	Erin Crawford

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: EC

(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: Frank Selvaggio FS

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:** EC

(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: FS

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

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: EC

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.

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: EC

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

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

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

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☑ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 93-2492251

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 350

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: EmpowerEd Psychological Services Inc.
Dated: April 4, 20 25	Dated: April 4, 20 25
Signature:	Signature: Erin Crawford
Print Name: Frank Selvaggio	Print Name: Erin Crawford
Print Title: Special Education Director	Print Title: Licensed Educational Psychologist

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

Board of Trustees Action (District Office Use Only)

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

Exhibit A

CONFIDENTIAL
VIA EMAIL AND CERTIFIED MAIL

March 26, 2025

[redacted]
501 Moorpark Way SPC 31
Mountain View, CA 94041

Re: [redacted]
DOB: [redacted]

Prior Written Notice: District Response to Parent Request for an Independent Educational Evaluation (IEE)

Dear [redacted]

I hope this letter finds you well. I wanted to formally respond to your request for an Independent Education Evaluation (IEE) in writing.

In accordance with 34 Code of Federal Regulations Section 300.503, this shall serve as notice of proposed actions by the Mountain View Whisman School District ("District") regarding your request for an Independent Evaluation for Sofie.

This letter serves as prior written notice from the Mountain View Whisman School District letting you know that your request has been approved.

The District is in agreement with and is granting the following request:

1. The District has reviewed [redacted]valuation as part of the review. In the spirit of cooperation, the District agrees to fund an IEE at public expense to address your continued concerns. The District will approve the request for the Independent Educational Evaluation and agrees to fund an Independent Psycho-Educational as you requested.

The District will contract with an independent professional who is appropriately licensed, credentialed, and trained in the administration of the specific assessments or methods to be used. Under the provisions of the Individuals with Disabilities with Education Improvement Act (IDEA 2004), you are entitled to only one independent educational evaluation at public expense each time a public agency conducts an evaluation with which you disagree.

The criteria under which the evaluation is obtained, including the location of the evaluation and qualifications of the examiner, must be the same as the criteria that the District uses when it initiates an evaluation, to the extent those criteria are consistent with a parent's right to an IEE. The criteria for IEEs, location for evaluators, minimum qualification for evaluators, and cost limitations for IEEs, must adhere to the SELPA Policy and Procedures. I have attached a copy of the IEE Policy and Procedures to this letter. Please notify our office as soon as you have identified the independent assessor and we will generate a Release of Health and Education Information Authorization form to facilitate communication with this assessor.

Procedural Safeguards and Sources of Assistance

Please be advised that the parents of a child with a disability have protection under the procedural safeguards of 34 Code of Federal Regulations Section 300.503, as well as under state law. Our state legislature expects public schools and parents to be mutually supportive and respectful partners in the education of California's school children (California Education Code Section 51101). I have enclosed a copy of the District's parental rights and procedural safeguards. Please feel free to contact me with any questions you may have at this time. You may also contact the following sources to obtain assistance in understanding your rights:

Mountain View Whisman School District Special Education Department
(650) 526-3500

In addition, you may contact the California State Department of Education at:

California Department of Education
P.O. Box 944272
721 Capitol Mall (95814)
Sacramento, CA 94244-2720
(916) 327-3296
www.cde.ca.gov/sp/se

We look forward to continuing to partner with you.

Sincerely,

Frank Selvaggio

Frank Selvaggio
Director of Special Education
Mountain View Whisman School District
1400 Montecito Ave, Mountain View CA 94043
fselvaggio@mvwsd.org

Enclosures: Procedural Safeguards
SELPA's IEE Policy and Procedures
SELPA's Independent Educational Evaluator List

EmpowerEd Psychological Services

EMPOWERING STUDENTS, SUPPORTING FAMILIES

Quote for Services

Client

[redacted]

DOB: [redacted]

Provider

EmpowerEd Psychological Services

1299 4th Street
STE 306
San Rafael, CA
94901

NPI: 508628116

Contact person

Erin Crawford, LEP
(415) 488-6039
erin@empowered-psych.com

Details of services and items for EmpowerEd Psychological Services

Date provided	Expiration date	Services dates	Diagnosis codes
April 25-June 30 2025	June 30, 2025	TBD based on family and provider schedules	TBD based on assessment data

Services details	Diagnosis code	Location	Quantity	Fee	Subtotal
IEE for psychoeducational assessment	TBD based on assessment data	1299 4th Street, Ste 306 San Rafael, CA 94901	1	$8,000.00	$8,000.00

Total Cost: $8,000.00

EmpowerEd Psychological Services

EMPOWERING STUDENTS, SUPPORTING FAMILIES

Notes: This process would include:

- A written report with test results and interpretations
- A summary of the parent interview
- A teacher interview
- A school observation
- A summary of all findings and recommendations
- Participation in one IEE team meeting

Santa Clara County NW SELPA
Independent Educational Evaluations
Cost Limitations
(for school year 2024-25)

Area of Assessment	Cost Limitation
Psycho-educational Assessment	$8,000
Speech-Language Assessment	$3,000
Occupational Therapy Assessment	$3,000
Transition Assessment	$3,000
Behavior/Functional Behavior Assessment	$4,500
Assistive Technology/Augmentative Alternative Communication	$4,000

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: EmpowerEd Psychological Services

***REQUIRED CHECKBOX* for Service Contracts**

☑ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☑ **Contract for Professional Services / Special Services**

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

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

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

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

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

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

☐ **Contract for Waste Services {MOT or CBO}**

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

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

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

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

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

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

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

☐ **Contract for Educational Materials {Ed Services}**

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

☐ **Contract for Perishable Foods {Child Nutrition}**
- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

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

☐ **Contract for Energy Services That Will Generate Cost Savings**
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	April 15, 20 25	Date:	April 17, 20 25
Print Name:	Frank Selvaggio	Print Name:	Cathy Baur
Print Title:	Special Education Director	Print Title:	Associate Superintendent

For Department: Special Education — IEE Assessment $8,000

Checklist not required for school sites

Hi Michael,

Thank you for scheduling your NatureBridge Yosemite program with 190 students and 20 adults from Monday, September 15, 2025 to Friday, September 19, 2025. You are giving your students the opportunity to learn and explore in one of the most beautiful places on earth with our exceptional educators, an experience that they will never forget!

Complete your reservation in two steps:

1. E-Sign your contract by **May 1, 2025**.
2. Send your deposit check of **$43,732.50** to the address below. It must be received by **May 1, 2025**. Reference your invoice #**2601-000112.**

NatureBridge
attn: Accounts Receivable
1033 Fort Cronkhite
Sausalito, CA 94965

Looking ahead: Your guaranteed number of participants is due by **August 15, 2025**. After this date, you can only decrease your numbers up to 5% without incurring forfeiture charges. See your contract for details. You can start planning ahead by visiting https://naturebridge.org/

Please don't hesitate to contact me if you have any questions along the way. I am here to support you and all that you are doing to make your trip successful!

All the best,

Carrie Anderson
NatureBridge
Yosemite
(209) 379-5745
yosemitereservations@naturebridge.org

INITIAL INVOICE

Michael Newman
Crittenden Middle School (MVWSD)
1701 Rock Street
Mountain View, CA 94043

INV #	2601-000112
DATE	4/1/2025 2:33:08 PM
TOTAL CHARGES	$174,930.00
DEPOSIT DUE DATE	May 1, 2025

Crittenden Middle School (MVWSD)

Monday, September 15, 2025 at 3:00PM – Friday, September 19, 2025 at 9:00AM

CHARGES

Item	Description	Qty	Unit Price	Subtotal	Tax	Total
4-Night Standard Student		190	$833.00	$158,270.00	$0.00	$158,270.00
4-Night Standard Adult		20	$833.00	$16,660.00	$0.00	$16,660.00
Scholarship Fees		210	$2.00	$420.00	$0.00	$420.00
Scholarship, ESTIMATE	Complete application by 9/30/2025 to receive award	1		$0.00	$0.00	$0.00

Total Charges	**$174,930.00**

PAYMENTS

Date	Description	Total
	Total Payments	**$0.00**

BALANCE DUE: $174,930.00

If the deposit payment of **$43,732.50** is not received by **May 1, 2025**, your participation in our program cannot be guaranteed!

Remittance Address

NatureBridge
Attn: Accounts Receivables
1033 Fort Cronkhite
Sausalito, CA 94965

PAYMENT IN FULL IS DUE 30 DAYS PRIOR TO ARRIVAL

NatureBridge connects young people to the wonder and science of the natural world, igniting self-discovery and inspiring stewardship of our planet.

NATUREBRIDGE CONTRACT FOR ENVIRONMENTAL SCIENCE PROGRAMS

This Contract for Environmental Science Programs (the "Contract") is entered into by and between Crittenden Middle School (MVWSD) and NatureBridge (together, the "Parties") for the dates of **09/15/2025-09/19/2025** at the **Yosemite Campus.** The Parties agree as follows:

Definitions: The following definitions shall apply to this Contract.

"Chaperone" means and includes all persons, including teachers, who have been designated by the Group as being responsible for Minor Participants.

"Contract" means this Agreement and the Invoice.

"Environmental Science Program" or **"Program"** means the educational program to be provided to the Group in accordance with the terms and conditions set forth in this Contract.

"Group" means the legal entity or other contracting party or parties who have executed this Contract and is or are contractually bound by its terms.

"Invoice" means the document issued by NatureBridge to the Group which accompanies this Agreement, and accepted by the Group as evidenced by execution of this Agreement, setting forth the Booking Deposit, the number of Participants, the Final Payment, the Scholarship Fee, and the Scheduled Arrival Date.

"Learning Group" means each smaller group into which the Participants are divided during the Program.

"Minor Participants" means those Participants who are younger than age 18.

"NatureBridge" means NatureBridge, a California Nonprofit Public Benefit Corporation.

"NatureBridge Campus" shall mean those areas of the respective National or State Park and private camps in which the Program is conducted, and generally includes the dining and lodging facilities, as well as any classrooms, labs and administrative buildings.

"Participant" means and includes all students, parents, teachers and chaperones who participate in the Environmental Science Program.

"Program Day" shall mean that portion of a day when the Program is in progress and during which NatureBridge staff are responsible for the supervision of the Participants with support from the Chaperones. A Program Day generally begins each day when NatureBridge staff meet the Participants and ends when the Program has been concluded by NatureBridge staff and the Participants have been released to the supervision and control of the Chaperones.

"Scheduled Arrival Date" means the date on which Group Participant are scheduled to arrive at the NatureBridge Campus.

NatureBridge Responsibilities. NatureBridge shall:

1. Provide the Invoice to the Group with this Agreement.
2. Provide the Environmental Science Program described in the Invoice. The Program includes educator staff; group experiential learning; meals; lodging; and limited intra-park transportation.
3. Be responsible for the supervision of Participants during each Program Day except under certain circumstances outlined below in Group Responsibilities under section 7.

Group Responsibilities. The Group shall:

1. Make timely payment of all amounts due pursuant to this Contract.
2. Be familiar and comply with all NatureBridge policies, guidelines and Group Coordinator materials applicable to the Program. Such policies, guidelines and Group Coordinator materials are available online at naturebridge.org or will be provided upon request.
3. Ensure that, by no later than the first day of the Program, NatureBridge Participant Registration Forms have been completed, signed and submitted to NatureBridge by each adult Participant, and by the parent or guardian of each Minor Participant, as the case may be. The Group understands and agrees that no individual will be allowed to participate in any Program without a duly signed Participant Registration Form.
4. Provide all transportation of Participants to and from the Program.

5. Provide at least one Chaperone for each Learning Group and a sufficient number of additional Chaperones if needed to ensure appropriate supervision and well-being of all Participants.
6. Screen Participants for illness prior to arriving on Program. Require any ill Participants to remain home.
7. Assume full responsibility for the supervision of all Participants during all times that are before or after each Program Day. Assist NatureBridge staff with supervision of Minor Participants during the Program Day. Provide all pertinent medical, behavioral or mental health information that will support the well-being and supervision of each Minor Participant.
8. Be responsible for communicating any Participant food allergies or dietary needs to NatureBridge and assisting Participants in monitoring for potential exposures to food allergens.
9. Be responsible for knowing any medication requirements and/or any relevant physical or mental conditions or limitations of Minor Participants, and for administering any medication to Minor Participants in accordance with School policies.
10. Be responsible for any Participant who is required to remain on the NatureBridge Campus during the Program Day due to injury, illness, or any other reason.
11. Obtain advance permission from NatureBridge staff before removing Participants from any Program-related activity in order to enable such Participants to participate in a non-Program-related activity not prohibited by NatureBridge polices; upon being granted such advance permission, the Group shall assume full responsibility for such Participants and the risks associated with such non-Program-related activity. Participants shall not be removed from a Program for more than three (3) hours.
12. Ensure that no alcohol is consumed by Chaperones at any time while they are responsible for the safety and supervision of Minor Participants.
13. Be responsible for any loss of or damage to NatureBridge property, equipment and facilities or any NatureBridge Campus caused by the acts or omissions of any Participants.
14. Discourage Participants from bringing any unnecessary items or property to the NatureBridge Campus and indemnify and hold NatureBridge harmless for the theft or loss of any personal items belonging to Participants.

Deposit Policy: The Group shall provide a booking deposit representing 25% of the total cost of the Program based on the estimated number of Participants ("Booking Deposit"). The Booking Deposit shall be paid to NatureBridge by the date noted on the Invoice. The Booking Deposit is non-refundable and is not transferable to other Programs or dates.

Minimum Group Size: Because each NatureBridge Campus has different vendor requirements, the Group agrees to pay for the following minimum number of Participants, regardless of whether the actual Group has fewer Participants: **Yosemite:** minimum 14 Participants. **Golden Gate:** minimum 12 Participants. **Olympic:** minimum 12 Participants. **Southern California:** minimum 25 Participants at Circle X Ranch, minimum 30 Participants at Hess Kramer, minimum 15 Participants at Shalom Institute, and minimum 15 Participants for day Programs. Individual Participants who leave the Program early for any reason will forfeit their entire payment. No refunds will be provided.

Group Reservation Confirmation: Upon receipt of the Booking Deposit and this Contract (including the Invoice) signed by a duly authorized representative of the Group, NatureBridge will confirm the Group's reservation.

Changes in Group Reservation:

- The Group may decrease the number of Participants by up to a maximum of 5% of Participants within ninety (90) days before the Scheduled Arrival Date. Any other decrease in the number of Participants for any reason shall not result in a reduction in the amounts owed pursuant to the Invoice.
- The number of Participants may not be increased without prior written approval from NatureBridge.
- The Group may terminate this Contract so long as notice of such termination is delivered to NatureBridge no less than ninety (90) days before the Scheduled Arrival Date, in which event this Contract shall terminate, NatureBridge shall retain the Booking Deposit, and neither party shall have any further obligations under the Contract. The Group may not terminate this Contract on or after the ninetieth (90th) day before the Scheduled Arrival Date, and any such attempted termination or other cancellation or refusal to participate by the Group shall not affect this Contract, and all amounts required to be paid by the Invoice

shall be paid when due by the Group, and the Group shall not be entitled to any refund of any amounts previously paid.

Final Payment: Except for the Booking Deposit, all amounts owed by the Group pursuant to the Invoice shall be paid to NatureBridge on or before thirty (30) days prior to the Scheduled Arrival Date.

Scholarship Fee: A $2.00 per Participant scholarship fee is assessed for all Groups. This fee is deposited directly into the NatureBridge scholarship fund.

Insurance: The Group agrees that it is self-insured and/or maintains insurance, with limits of not less than $1,000,000.00, for the activity covered by this Contract, which includes sexual abuse and molestation coverage of at least $1,000,000 for each occurrence, and agrees to name NatureBridge as an additional covered party or as additional insured on any policy of insurance or self-insurance coverage. NatureBridge agrees that it is self-insured and/or maintains insurance, with limits of not less than $1,000,000.00, for the activity covered by this Agreement, which includes sexual abuse and molestation coverage of at least $1,000,000 for each occurrence, and agrees to name the Group as additional insured on any policy of insurance or self-insurance coverage.

Indemnity: The Group agrees to indemnify and hold harmless NatureBridge, and its officers, directors, employees, and agents (collectively, "Agents"), from and against all claims, demands, actions, damages, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees and costs), caused by, arising out of, or related to any negligent, wrongful or unlawful act or omission on the part of the Group, its Agents or any of the Participants.

Except as otherwise expressly provided for in this Contract, NatureBridge agrees to indemnify and hold harmless the Group from and against all claims, demands, actions, damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs), caused by, arising out of, or related to any negligent, wrongful, or unlawful act or omission on the part of NatureBridge, or any of its Agents.

Neither NatureBridge nor the Group shall be obligated to indemnify the other party in any manner whatsoever for the acts or omissions of the other party or its Agents.

Removal of Participants: NatureBridge reserves the right, in its sole discretion, to refuse to enroll in a Program, or to remove from a Program in progress, any person whose participation NatureBridge reasonably believes may present a risk of harm to that individual or to others, and in the event of any removal of any Participant during a Program in progress, there shall be no adjustment or refund of any amount owed or paid for such Participant's participation in such Program.

Change in Program: If for reasons beyond NatureBridge's reasonable control (e.g., inclement weather, wildfires, government shutdown, COVID-19, acts of God, etc.) it cannot provide the specified Program, or cannot do so at the specified location, then: (i) NatureBridge may change the Program and/or the location of the Program so long as the content and value of the changed Program is substantially the same as the original Program, and in such event, there shall not be any reduction in the amounts owed for such Program or any refund of amounts paid for such Program; or (ii) NatureBridge may cancel the specified Program and in such event shall return to the Group all amounts paid by the Group for the specified Program subject to the **Transfer Administrative Fee** or the **Refund Administrative Fee** detailed below.

Effect of Termination: If NatureBridge terminates the Program, then the Parties will observe the following procedures with respect to any amounts already paid by Group to NatureBridge for the cancelled Program (such amounts, the "**Fees Paid**"):

1. The Parties shall negotiate in good faith with respect to a replacement NatureBridge program to be provided at a mutually agreeable date. If the Parties enter into a new agreement for such replacement program, then, subject to this Section 1, Group will be entitled to receive a credit in an amount up to the Fees Paid to be used towards program amounts due under such new agreement. Unless otherwise agreed by NatureBridge, a Transfer Administrative Fee (as defined below) will be deducted from such credit if the following two conditions are met: (i) the start date of such replacement program is after June 30, 2024; and (ii) the Contract is terminated after the date that the Booking Deposit for the Program was due. If the Transfer Administrative Fee applies and is greater than the Fees Paid, Group shall pay the difference as part of the program amounts due under the new agreement for the replacement program. "**Transfer Administrative Fee**" means a fee equaling 8% of the total program fees that would have been payable by Group had the Program not been cancelled.
2. If the negotiations described in 1 do not result in an agreement to credit the Fees Paid toward a replacement Program, then, subject to this Section 2, NatureBridge will refund to Group the Fees Paid. Unless otherwise agreed by NatureBridge, a Refund Administrative Fee will be deducted from such refund if the Contract is terminated after the date that the Booking Deposit for the Program was due. If the Refund Administrative Fee applies and is greater than the Fees Paid, Group shall pay the difference to NatureBridge within 30 days

of the date that the Contract is terminated. "**Refund Administrative Fee**" means a fee equaling 10% of the total program fees that would have been payable by Group had the Program not been cancelled. For clarity, the administrative fees are intended to cover unrecoverable costs incurred by NatureBridge in connection with the cancelled or transferred Program.

Non-Discrimination: NatureBridge and its contractors and/or subcontractors do not discriminate against any individual or group based upon race, color, religion, national origin, sex, age, ancestry, citizenship, physical or mental disability, marital status, medical condition, sexual orientation, gender identification, or on the basis of any other characteristic protected by applicable law.

Privacy policy: NatureBridge respects the confidentiality of the information provided by Participants, and will not sell or make available this information to other organizations. NatureBridge reserves the right to use this information for internal marketing and development purposes.

California Law/Severability: This Contract is entered into and governed by the laws of the State of California. Any provision determined to be void or illegal under applicable law shall be deemed severable, and all other provisions of this Contract shall remain in full force and effect.

Mediation/Arbitration: In the event of any dispute between the Parties with regard to the terms of this Contract, the Parties agree to submit such dispute to mediation in a good faith effort to resolve the dispute informally. Mediation will be held at the following locations: In San Francisco, CA for California programming; and in Seattle, WA for Washington programming. The costs of such mediation shall be shared equally by the Parties. Should mediation not resolve the dispute, the Parties agree to submit the dispute to binding arbitration before the American Arbitration Association, pursuant to the Rules for Commercial Disputes. The arbitration will take place in the respective locations referenced above based on Program location. The award of the arbitrator shall be final and binding with no right of appeal. The costs and expenses of arbitration shall be shared equally by the Parties, and each side shall bear its own attorney's fees and costs, unless otherwise determined by the arbitrator in his/her award.

Entire Agreement: The Parties agree that this Contract constitutes the entire agreement between them on the subjects encompassed herein; that all prior agreements, whether oral or written, are expressly superseded and of no force or effect; that no changes or modifications to the terms of this Contract shall be valid unless made in writing and signed by duly authorized representatives of both Parties; and that in the event of any inconsistency between the terms of this Agreement and the Invoice, the following order of precedence shall apply: (1) Invoice; (2) Contract.

Authority: Each person signing below represents and warrants that he/she is authorized to enter into this Contract and to commit his/her organization to its terms.

NATUREBRIDGE, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

By:

Print Name: Judy Lin

Title: Chief Operating Officer

Dated: April 1, 2025

GROUP:

By:

Print Name:

Title:

Dated:

Group: Crittenden Middle School (MVWSD)
Dates: 09/15/2025-09/19/2025
NatureBridge Campus:Yosemite

Hi Drew,

Thank you for scheduling your NatureBridge Yosemite program with 270 students and 27 adults from Monday, March 23, 2026 to Friday, March 27, 2026. You are giving your students the opportunity to learn and explore in one of the most beautiful places on earth with our exceptional educators, an experience that they will never forget!

What's included in this Welcome Packet:

- This page is a cover letter with at a glance information about important dates
- Your initial invoice. If participant numbers change, an updated invoice will be sent separately.
- Your contract starts after the invoice page(s). A new contract will not be reissued if participant numbers change. If you have been sent a more recent invoice prior to signing the contract, you can still sign this contract.

Complete your reservation in two steps:

1. E-Sign your contract by **May 15, 2025**.
2. Send your deposit check of **$61,850.25** to the address below. It must be received by **October 1, 2025**. Reference your invoice #**2601-000113.**

NatureBridge
attn: Accounts Receivable
1033 Fort Cronkhite
Sausalito, CA 94965

Looking ahead: Your guaranteed number of participants is due by **December 23, 2025**. After this date, you can only decrease your numbers up to 5% without incurring forfeiture charges. See your contract for details. You can start planning ahead by visiting https://naturebridge.org/

Please don't hesitate to contact me if you have any questions along the way. I am here to support you and all that you are doing to make your trip successful!

All the best,

Carrie Anderson
NatureBridge
Yosemite
(209) 379-5745
yosemitereservations@naturebridge.org

INITIAL INVOICE

Drew Donati
Graham Middle School (MVWSD)
1175 Castro Street
Mountain View, CA 94040

INV #	2601-000113
DATE	4/4/2025 9:23:47 AM
TOTAL CHARGES	$247,401.00
DEPOSIT DUE DATE	October 1, 2025

Graham Middle School (MVWSD)

Monday, March 23, 2026 at 3:00PM – Friday, March 27, 2026 at 12:00PM

CHARGES

Item	Description	Qty	Unit Price	Subtotal	Tax	Total
4-Night Standard Student		270	$833.00	$224,910.00	$0.00	$224,910.00
4-Night Standard Adult		27	$833.00	$22,491.00	$0.00	$22,491.00
Scholarship Fees		297	$2.00	$594.00	$0.00	$594.00
Scholarship, ESTIMATE	Complete application by 9/30/2025 to receive award	1		$0.00	$0.00	$0.00

Total Charges	**$247,401.00**

PAYMENTS

Date	Description	Total
	Total Payments	**$0.00**

BALANCE DUE: $247,401.00

If the deposit payment of **$61,850.25** is not received by **October 1, 2025**, your participation in our program cannot be guaranteed!

Remittance Address

NatureBridge
Attn: Accounts Receivables
1033 Fort Cronkhite
Sausalito, CA 94965

PAYMENT IN FULL IS DUE 30 DAYS PRIOR TO ARRIVAL

NatureBridge connects young people to the wonder and science of the natural world, igniting self-discovery and inspiring stewardship of our planet.

NATUREBRIDGE CONTRACT FOR ENVIRONMENTAL SCIENCE PROGRAMS

This Contract for Environmental Science Programs (the "Contract") is entered into by and between Graham Middle School (MVWSD) and NatureBridge (together, the "Parties") for the dates of **03/23/2026-03/27/2026** at the **Yosemite Campus.** The Parties agree as follows:

Definitions: The following definitions shall apply to this Contract.

"Chaperone" means and includes all persons, including teachers, who have been designated by the Group as being responsible for Minor Participants.

"Contract" means this Agreement and the Invoice.

"Environmental Science Program" or **"Program"** means the educational program to be provided to the Group in accordance with the terms and conditions set forth in this Contract.

"Group" means the legal entity or other contracting party or parties who have executed this Contract and is or are contractually bound by its terms.

"Invoice" means the document issued by NatureBridge to the Group which accompanies this Agreement, and accepted by the Group as evidenced by execution of this Agreement, setting forth the Booking Deposit, the number of Participants, the Final Payment, the Scholarship Fee, and the Scheduled Arrival Date.

"Learning Group" means each smaller group into which the Participants are divided during the Program.

"Minor Participants" means those Participants who are younger than age 18.

"NatureBridge" means NatureBridge, a California Nonprofit Public Benefit Corporation.

"NatureBridge Campus" shall mean those areas of the respective National or State Park and private camps in which the Program is conducted, and generally includes the dining and lodging facilities, as well as any classrooms, labs and administrative buildings.

"Participant" means and includes all students, parents, teachers and chaperones who participate in the Environmental Science Program.

"Program Day" shall mean that portion of a day when the Program is in progress and during which NatureBridge staff are responsible for the supervision of the Participants with support from the Chaperones. A Program Day generally begins each day when NatureBridge staff meet the Participants and ends when the Program has been concluded by NatureBridge staff and the Participants have been released to the supervision and control of the Chaperones.

"Scheduled Arrival Date" means the date on which Group Participant are scheduled to arrive at the NatureBridge Campus.

NatureBridge Responsibilities. NatureBridge shall:

1. Provide the Invoice to the Group with this Agreement.
2. Provide the Environmental Science Program described in the Invoice. The Program includes educator staff; group experiential learning; meals; lodging; and limited intra-park transportation.
3. Be responsible for the supervision of Participants during each Program Day except under certain circumstances outlined below in Group Responsibilities under section 7.

Group Responsibilities. The Group shall:

1. Make timely payment of all amounts due pursuant to this Contract.
2. Be familiar and comply with all NatureBridge policies, guidelines and Group Coordinator materials applicable to the Program. Such policies, guidelines and Group Coordinator materials are available online at naturebridge.org or will be provided upon request.
3. Ensure that, by no later than the first day of the Program, NatureBridge Participant Registration Forms have been completed, signed and submitted to NatureBridge by each adult Participant, and by the parent or guardian of each Minor Participant, as the case may be. The Group understands and agrees that no individual will be allowed to participate in any Program without a duly signed Participant Registration Form.
4. Provide all transportation of Participants to and from the Program.

5. Provide at least one Chaperone for each Learning Group and a sufficient number of additional Chaperones if needed to ensure appropriate supervision and well-being of all Participants.
6. Screen Participants for illness prior to arriving on Program. Require any ill Participants to remain home.
7. Assume full responsibility for the supervision of all Participants during all times that are before or after each Program Day. Assist NatureBridge staff with supervision of Minor Participants during the Program Day. Provide all pertinent medical, behavioral or mental health information that will support the well-being and supervision of each Minor Participant.
8. Be responsible for communicating any Participant food allergies or dietary needs to NatureBridge and assisting Participants in monitoring for potential exposures to food allergens.
9. Be responsible for knowing any medication requirements and/or any relevant physical or mental conditions or limitations of Minor Participants, and for administering any medication to Minor Participants in accordance with School policies.
10. Be responsible for any Participant who is required to remain on the NatureBridge Campus during the Program Day due to injury, illness, or any other reason.
11. Obtain advance permission from NatureBridge staff before removing Participants from any Program-related activity in order to enable such Participants to participate in a non-Program-related activity not prohibited by NatureBridge polices; upon being granted such advance permission, the Group shall assume full responsibility for such Participants and the risks associated with such non-Program-related activity. Participants shall not be removed from a Program for more than three (3) hours.
12. Ensure that no alcohol is consumed by Chaperones at any time while they are responsible for the safety and supervision of Minor Participants.
13. Be responsible for any loss of or damage to NatureBridge property, equipment and facilities or any NatureBridge Campus caused by the acts or omissions of any Participants.
14. Discourage Participants from bringing any unnecessary items or property to the NatureBridge Campus and indemnify and hold NatureBridge harmless for the theft or loss of any personal items belonging to Participants.

Deposit Policy: The Group shall provide a booking deposit representing 25% of the total cost of the Program based on the estimated number of Participants ("Booking Deposit"). The Booking Deposit shall be paid to NatureBridge by the date noted on the Invoice. The Booking Deposit is non-refundable and is not transferable to other Programs or dates.

Minimum Group Size: Because each NatureBridge Campus has different vendor requirements, the Group agrees to pay for the following minimum number of Participants, regardless of whether the actual Group has fewer Participants: **Yosemite:** minimum 14 Participants. **Golden Gate:** minimum 12 Participants. **Olympic:** minimum 12 Participants. **Southern California:** minimum 25 Participants at Circle X Ranch, minimum 30 Participants at Hess Kramer, minimum 15 Participants at Shalom Institute, and minimum 15 Participants for day Programs. Individual Participants who leave the Program early for any reason will forfeit their entire payment. No refunds will be provided.

Group Reservation Confirmation: Upon receipt of the Booking Deposit and this Contract (including the Invoice) signed by a duly authorized representative of the Group, NatureBridge will confirm the Group's reservation.

Changes in Group Reservation:

- The Group may decrease the number of Participants by up to a maximum of 5% of Participants within ninety (90) days before the Scheduled Arrival Date. Any other decrease in the number of Participants for any reason shall not result in a reduction in the amounts owed pursuant to the Invoice.
- The number of Participants may not be increased without prior written approval from NatureBridge.
- The Group may terminate this Contract so long as notice of such termination is delivered to NatureBridge no less than ninety (90) days before the Scheduled Arrival Date, in which event this Contract shall terminate, NatureBridge shall retain the Booking Deposit, and neither party shall have any further obligations under the Contract. The Group may not terminate this Contract on or after the ninetieth (90th) day before the Scheduled Arrival Date, and any such attempted termination or other cancellation or refusal to participate by the Group shall not affect this Contract, and all amounts required to be paid by the Invoice

shall be paid when due by the Group, and the Group shall not be entitled to any refund of any amounts previously paid.

Final Payment: Except for the Booking Deposit, all amounts owed by the Group pursuant to the Invoice shall be paid to NatureBridge on or before thirty (30) days prior to the Scheduled Arrival Date.

Scholarship Fee: A $2.00 per Participant scholarship fee is assessed for all Groups. This fee is deposited directly into the NatureBridge scholarship fund.

Insurance: The Group represents and warrants that it is self-insured and/or that it maintains appropriate liability insurance, with limits of not less than $1,000,000, for the Program, which includes sexual abuse and molestation coverage of at least $1,000,000 for each occurrence.

Indemnity: The Group agrees to indemnify and hold harmless NatureBridge, and its officers, directors, employees, and agents (collectively, "Agents"), from and against all claims, demands, actions, damages, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees and costs), caused by, arising out of, or related to any negligent, wrongful or unlawful act or omission on the part of the Group, its Agents or any of the Participants.

Except as otherwise expressly provided for in this Contract, NatureBridge agrees to indemnify and hold harmless the Group from and against all claims, demands, actions, damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs), caused by, arising out of, or related to any negligent, wrongful, or unlawful act or omission on the part of NatureBridge, or any of its Agents.

Neither NatureBridge nor the Group shall be obligated to indemnify the other party in any manner whatsoever for the acts or omissions of the other party or its Agents.

Removal of Participants: NatureBridge reserves the right, in its sole discretion, to refuse to enroll in a Program, or to remove from a Program in progress, any person whose participation NatureBridge reasonably believes may present a risk of harm to that individual or to others, and in the event of any removal of any Participant during a Program in progress, there shall be no adjustment or refund of any amount owed or paid for such Participant's participation in such Program.

Change in Program: If for reasons beyond NatureBridge's reasonable control (e.g., inclement weather, wildfires, government shutdown, COVID-19, acts of God, etc.) it cannot provide the specified Program, or cannot do so at the specified location, then: (i) NatureBridge may change the Program and/or the location of the Program so long as the content and value of the changed Program is substantially the same as the original Program, and in such event, there shall not be any reduction in the amounts owed for such Program or any refund of amounts paid for such Program; or (ii) NatureBridge may cancel the specified Program and in such event shall return to the Group all amounts paid by the Group for the specified Program subject to the **Transfer Administrative Fee** or the **Refund Administrative Fee** detailed below.

Effect of Termination: If NatureBridge terminates the Program, then the Parties will observe the following procedures with respect to any amounts already paid by Group to NatureBridge for the cancelled Program (such amounts, the "**Fees Paid**"):

1. The Parties shall negotiate in good faith with respect to a replacement NatureBridge program to be provided at a mutually agreeable date. If the Parties enter into a new agreement for such replacement program, then, subject to this Section 1, Group will be entitled to receive a credit in an amount up to the Fees Paid to be used towards program amounts due under such new agreement. Unless otherwise agreed by NatureBridge, a Transfer Administrative Fee (as defined below) will be deducted from such credit if the following two conditions are met: (i) the start date of such replacement program is after June 30, 2025; and (ii) the Contract is terminated after the date that the Booking Deposit for the Program was due. If the Transfer Administrative Fee applies and is greater than the Fees Paid, Group shall pay the difference as part of the program amounts due under the new agreement for the replacement program. "**Transfer Administrative Fee**" means a fee equaling 8% of the total program fees that would have been payable by Group had the Program not been cancelled.
2. If the negotiations described in 1 do not result in an agreement to credit the Fees Paid toward a replacement Program, then, subject to this Section 2, NatureBridge will refund to Group the Fees Paid. Unless otherwise agreed by NatureBridge, a Refund Administrative Fee will be deducted from such refund if the Contract is terminated after the date that the Booking Deposit for the Program was due. If the Refund Administrative Fee applies and is greater than the Fees Paid, Group shall pay the difference to NatureBridge within 30 days of the date that the Contract is terminated. "**Refund Administrative Fee**" means a fee equaling 10% of the total program fees that would have been payable by Group had the Program not been cancelled. For clarity, the administrative fees are intended to cover unrecoverable costs incurred by NatureBridge in connection with the cancelled or transferred Program.

Non-Discrimination: NatureBridge and its contractors and/or subcontractors do not discriminate against any individual or group based upon race, color, religion, national origin, sex, age, ancestry, citizenship, physical or mental disability, marital status, medical condition, sexual orientation, gender identification, or on the basis of any other characteristic protected by applicable law.

Privacy policy: NatureBridge respects the confidentiality of the information provided by Participants, and will not sell or make available this information to other organizations. NatureBridge reserves the right to use this information for internal marketing and development purposes.

California Law/Severability: This Contract is entered into and governed by the laws of the State of California. Any provision determined to be void or illegal under applicable law shall be deemed severable, and all other provisions of this Contract shall remain in full force and effect.

Mediation/Arbitration: In the event of any dispute between the Parties with regard to the terms of this Contract, the Parties agree to submit such dispute to mediation in a good faith effort to resolve the dispute informally. Mediation will be held at the following locations: In San Francisco, CA for California programming; and in Seattle, WA for Washington programming. The costs of such mediation shall be shared equally by the Parties. Should mediation not resolve the dispute, the Parties agree to submit the dispute to binding arbitration before the American Arbitration Association, pursuant to the Rules for Commercial Disputes. The arbitration will take place in the respective locations referenced above based on Program location. The award of the arbitrator shall be final and binding with no right of appeal. The costs and expenses of arbitration shall be shared equally by the Parties, and each side shall bear its own attorney's fees and costs, unless otherwise determined by the arbitrator in his/her award.

Entire Agreement: The Parties agree that this Contract constitutes the entire agreement between them on the subjects encompassed herein; that all prior agreements, whether oral or written, are expressly superseded and of no force or effect; that no changes or modifications to the terms of this Contract shall be valid unless made in writing and signed by duly authorized representatives of both Parties; and that in the event of any inconsistency between the terms of this Agreement and the Invoice, the following order of precedence shall apply: (1) Invoice; (2) Agreement.

Authority: Each person signing below represents and warrants that he/she is authorized to enter into this Contract and to commit his/her organization to its terms.

NATUREBRIDGE, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

By:

Print Name: Judy Lin

Title: Chief Operating Officer

Dated: April 4, 2025

GROUP:

By:

Print Name:

Title:

Dated:

Group: Graham Middle School (MVWSD)
Dates: 03/23/2026-03/27/2026
NatureBridge Campus: Yosemite

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 2025 ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and Outside Voices Speech Therapy, PC ("**Contractor**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

1. Services Check one of the options below

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

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

Outside Voices Speech Therapy will be providing Augmentative and Alternative Communication (AAC) support to special educatiion students for up to 10 hours per week.

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 $ 250 Total not to exceed $ 104,500

☐ **Option 3** – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: July 1, 2025 Services End Date: June 30, 2026

4. Submittal of Documents

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

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form on file

5. Classified Service

☑ **YES** ☐ **NO**

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

6. Notice

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

Mountain View Whisman School District	**Contractor:**	Outside Voices Speech Therapy PC
1400 Montecito Ave.	**Street**	928 Wright Ave Apt 807
Mountain View, CA 94043	**City, Sate, Zip**	Mountain View, A 94043
Attn: Chief Business Officer	**Attn:**	Andrea Goddard

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: AG

(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: Frank Selvaggio FS

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:** AG

(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: FS

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: AG

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: AG

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☐ Limited Liability Company ☑ Other: Professional Corporation

Employer Identification and/or SSN#: 99-2373928

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 0350

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:** Outside Voices Speech Therapy PC
Dated: April 14, 20_25	Dated: April 9, 20_25
Signature:	Signature:
Print Name: Frank Selvaggio	Print Name: Andrea Goddard
Print Title: Special Education Director	Print Title: Owner, Speech-Language Pathologist

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

Board of Trustees Action (District Office Use Only)

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

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Outside Voices Speech Therapy, PC

***REQUIRED CHECKBOX* for Service Contracts**

☑ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☑ **Contract for Professional Services / Special Services**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Emergency Contracts {CBO Only}**

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

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	4/16, 20 25	Date:	4/14, 20 25
Print Name:	Frank Selvaggio	Print Name:	Cathy Baur
Print Title:	Special Education Director	Print Title:	Associate Superintendent

For Department: Special Education — Outside Voices

Checklist not required for school sites

$104,500

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20_____ ("Agreement"), by and between and **Mountain View Whisman School District** ("District") and Palo Alto Junior Museum and Zoo ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. Services Check one of the options below

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

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

Students will meet a variety of animals from the Palo Alto Junior Museum and Zoo. Students in both classes of TK at The Verkhaut will use observations to describe patterns regarding what animals need to survive.

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: 2 lessons @ $221.- each. Total: $442.-

3. Contract Dates "Agreement Time"

Services Start Date: 5/29/25 Services End Date: 5/28/25

4. Submittal of Documents

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

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

5. Classified Service

☒ YES ☐ NO

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

6. Notice

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

Mountain View Whisman School District	Contractor:	Palo Alto Junior Museum and Zoo
1400 Montecito Ave.	Street	1451 Middlefield Road
Mountain View, CA 94043	City, Sate, Zip	Palo Alto, CA 94301
Attn: Chief Business Officer	Attn:	Bill Gutoff

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: BG

(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: Margaret Poore MP

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: BG

(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: MP

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: [TG]

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: BG

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☐ Limited Liability Company ☒ Other: City of Palo Alto

Employer Identification and/or SSN#: 94-6000389

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 PTA Paying

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: Bill Gutoff
Dated: March 24, 2025	Dated: March 24, 2025
Signature:	Signature:
Print Name: Margaret Poor	Print Name: Bill Gutoff
Print Title: Interim Principal, TH	Print Title: Interpretive Coordinator Palo Alto Junior Museum & Zoo

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

Board of Trustees Action (District Office Use Only)

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

Mountain View Whisman School District

July 1, 2023

Mountain View Whisman School District

PTA-Paid School Class and/or Program Prior Approval Form

Each school is required to submit the completed form for Superintendent approval for any class and/or program the school's PTA is planning to fund prior to the beginning of the class and/or program. The Superintendent will review the proposed program for alignment to the District's Strategic Plan and the year's Local Control & Accountability Plan (LCAP). If approved, the School's PTA will be financially responsible for the cost of the class and/or program.

Each site's PTA will deposit the appropriate funds into the Site's Program 130 – Site: Donations-PTA in a timely manner. At the end of the fiscal year, if the Program has a negative balance, the expense will be deducted from the School's available funding.

****

School Site: THGUELKAUF

Program Title: Palo Alto Junior Museum & Zoo

Program Description: In-house field trip for 2 TK classes

Time Period: 5/28/25 : 2 classroom visits 10:15-11:15 & 1230-1:15pm

Estimated Cost of Class and/or Program: 2 x $221.- = $442.-
(contact Director/Fiscal Services for estimated total cost)

Teresa Peters 3/24/25
PTA President Signature & Date

3/24/25
Principal Signature & Date

Please send the completed form to the Administrative Assistant/Chief Business Officer.

****

The Superintendent approves the Class and/or Program described above.

Approval: _____Yes _____No Comments: _____

_____
Superintendent/Designee Signature & Date

****

Copies of the fully-executed form will be returned to the School Site, and forwarded to Fiscal Services.

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 2025 ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and PBC Guru, LLC ("**Contractor**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties.**"

1. Services Check one of the options below

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

☐ **Option 1** - As indicated in Exhibit A – attached ☑ **Option 2** - Services explained as follows:
BookBreak virtual school author talk program. BookBreak brings bestselling authors to K-12 schools each month via live stream.
Each grade level has the opportunity to hear from an age-appropriate author at least once per month throughout the school year.
Recordings of the talks are also available on our platform.

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 $ 16,020
Option 3 – Other, please explain: *Per school pricing sheet attached

3. Contract Dates "Agreement Time"

Services Start Date: July 1, 2025 Services End Date: June 30, 2026

4. Submittal of Documents

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

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

5. Classified Service

☐ **YES** ☑ **NO**

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

6. Notice

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

Mountain View Whisman School District	**Contractor:**	PBC Guru, LLC
1400 Montecito Ave.	**Street**	8312 Aqueduct Rd.
Mountain View, CA 94043	**City, Sate, Zip**	Potomac, MD 20854-6236
Attn: Chief Business Officer	**Attn:**	Christopher Williams

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: CW

(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.

X **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: Cathy Baur CB

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:** CW

(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.

X **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: CB

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: CW

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.

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11. Infectious Disease Requirements

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

Contractor's Initials Here: CW

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☑ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 81-2111554

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: Program 200

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:** PBC Guru, LLC
Dated: April 7, 2025, 20___	Dated: April 7, 2025
Signature: [signature]	Signature: Christopher Williams
Print Name: Cathy Baur	Print Name: Christopher Williams
Print Title: Associate Superintendent	Print Title: Co-Founder & CFO

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

Board of Trustees Action (District Office Use Only)

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

PBC Guru

Mountain View Whisman School District - BookBreak Program Pricing

The cost of membership is based on the number of schools signing on for the Elementary School and Middle School programs as well as any schools opting into both programs. Each school is classified as one of the following for pricing purposes:

- Regular Pricing (schools where 79% or fewer of students are on Free and Reduced Meals)
- High-Poverty (schools where 80% or more of students are on Free and Reduced Meals)

The tables below show the price per school based on enrollment for Founding Partners joining the initial launch of the program (50% Discount) and Regular Members (signed on after May 31, 2025).

2022 Per School Pricing for Elementary Schools (locked in from prior Agreement):

Non-Title 1 School Annual Pricing per School (Regular Pricing):

K-5 Student Enrollment	Founding Partner	Regular Member
Up to 250	$850	$1,700
250-750	$975	$1,950
750+	$1,250	$2,500

Title 1 School Annual Pricing per School:

K-5 Student Enrollment	Founding Partner	Regular Member
Up to 250	$750	$1,500
250-750	$875	$1,750
750+	$1,150	$2,300

2023 Per School Pricing for Middle & High Schools:

	Student Enrollment	Annual Cost per School (Founding Partner)	Annual Cost per School (Non-Founding Partner)
Middle School (6 - 8)	< 250	$1,250	$2,500
Middle School (6 - 8)	250-750	$1,650	$3,300
Middle School (6 - 8)	> 750	$1,950	$3,900
K - 8	< 250	$1,600	$3,200
K - 8	250-750	$1,975	$3,950
K - 8	> 750	$2,350	$4,700
6 -12	< 250	$1,600	$3,200
6 -12	250-750	$1,975	$3,950
6 -12	751-1,500	$2,350	$4,700
6 -12	> 1,500	$3,100	$6,200
K - 12	< 250	$2,100	$4,200
K - 12	250-750	$2,400	$4,800
K - 12	751-1,500	$2,900	$5,800
K - 12	> 1,500	$3,400	$6,800
High School (9 - 12)	< 250	$1,250	$2,500
High School (9 - 12)	250-750	$1,650	$3,300
High School (9 - 12)	751-1,500	$1,950	$3,900
High School (9 - 12)	> 1,500	$2,850	$5,700

Buy One Give One Program:

High-Poverty schools qualify for BookBreak's Buy One Give One program which offers the program for free to High-Poverty Title 1 schools. For districts where more than half of schools are High-Poverty Title 1 schools, the cost for the district will be calculated without the Buy One Give One program and then a 50% discount will be added.

Multi-School/District Discounts:

Districts signing up multiple schools are eligible for an additional discount per the following table. Any school given BookBreak for free will not count as a "paying school" for this discount. Central offices must contract with BookBreak to receive this multi-school discount (e.g. 10 schools in the same district each paying separately for BookBreak would not qualify).

2022 District Discount Tiers	2023 District Discount Tiers
5-9 schools = 5%	*3-9 schools = 20%*
10-19 schools = 10%	*10-19 schools = 25%*
20+ schools = 20%	*20+ schools = 35%*

The applicable District Discount will be determined at the start of each contract year (e.g., July 1, 2025 - June 30, 2026) and will remain in effect until the end of that 12-month period. If the number of paying schools changes during the current contract year or from year to year, the District Discount percentage will be updated accordingly at the start of the next contract year.

Pricing for Additional Schools

Any additional schools from the district that wish to join the program within the first three years of this agreement can be added at the Founding Partner prices shown in the Program Pricing Section. For additional schools to sign up after the initial MoU is signed, the district must provide a PO or promise to pay in lieu of a signed Amendment to this MoU.

Any additional schools that join during the current contract year will have the current District Discount (listed in the Cost of Services section) applied. At the start of each new contract year, the District Discount will be recalculated based on the total number of paying schools at that time.

Pricing for additional schools after the first three years will be set at any updated pricing. The applicable district discount will also be applied.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: PBC Guru, LLC

***REQUIRED CHECKBOX* for Service Contracts**

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

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

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

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

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

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

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

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

☐ **Contract for Waste Services {MOT or CBO}**

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

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

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

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

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

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

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

☐ **Contract for Educational Materials {Ed Services}**

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Emergency Contracts {CBO Only}**

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

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / ~~Asst.~~ Superintendent)	
Signature:		Signature:	
Date:	4-7, 20 25	Date:	08 APR, 20 25
Print Name:	Cathy Baur	Print Name:	Jeff Baier
Print Title:	Associate Superintendent	Print Title:	Superintendent

For Department: Educational Services - PBC Guru, LLC

Checklist not required for school sites

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20__ (**"Agreement"**), by and between and **Mountain View Whisman School District** (**"District"**) and Rhythm and Moves, Inc. (**"Contractor"**). Contractor and District may be referred to herein individually as a **"Party"** or collectively as the **"Parties."**

1. Services Check one of the options below

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

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

Rhythm and Moves will provide one 30 minute PE class per week to the TK and K classrroms. Five classes in total per week.

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 $ $10,187.50

☐ **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: 08/11/2025 Services End Date: 06/12/2026

4. Submittal of Documents

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

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

5. Classified Service

☐ **YES** ☑ **NO**

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

6. Notice

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

Mountain View Whisman School District	**Contractor:**	Rhythm and Moves, Inc
1400 Montecito Ave.	**Street**	2179 Harbor Bay Pkwy
Mountain View, CA 94043	**City, Sate, Zip**	Alameda CA 94502
Attn: Chief Business Officer	**Attn:**	Kelly Schroeder

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: AT

(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: Arline Siam AS

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:** AT

(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: AS

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: AT

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: AT

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☑ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 94-3252335

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 PTA

Docusign Envelope ID: A61680E1-B007-45F7-A09F-9E453087523C

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:** Rhythm and Moves, Inc
Dated: 4/12, 2025	Dated: 4/5/2025, 20___
Signature: A. Siam	Signature: DocuSigned by: Ann Tafolla-Voetsch 09A5FD6EBA394D9...
Print Name: Arline Siam	Print Name: Ann Tafolla-Voetsch
Print Title: Principal	Print Title: CEO

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

Board of Trustees Action (District Office Use Only)

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

Rhythm and Moves inc.
An Innovative Approach to Physical Education & Music Education

Physical Education Annual Contract 2025/2026

This agreement made between Mountain View Whisman School District having a principal place of business at 1400 Montecito Ave, Mountain View, CA 94043 hereinafter referred to as the "Client" and Rhythm and Moves, Inc., an independent contractor, having a principal place of business at 2179 Harbor Bay Parkway, Alameda, CA 94502, hereinafter referred to as the "contractor".

It is hereby agreed:

1) Term of Contract. This agreement will become effective beginning August 11, 2025 and will continue until June 12, 2026 unless this contract is sooner terminated as herein provided.

2) Services to be performed by Contractor. Contractor agrees to provide a Physical Education Program which includes the equipment, teacher, curriculum, and supervision of the program. The program will be for 218 singles per week. The classes will be on the property of the client. Contractor will assure that all teachers assigned to work at MVWSD schools have been fingerprinted and backgrounds checked with the Department of Justice and deemed, by the contractor, to be cleared to work with children; and have had a clear Tuberculous test within four (4) years. These documents shall be provided to the client before the first day of work at any MVWSD school.

3) Fees for Services. Contractor shall be entitled to the following fees for its services. $888,350.00 for the contract, which shall be paid in 10 monthly installments of $88,835.00 each. These payments are due on the 15th day of each month, August through May. There will be a 5% late charge for payments received after the 20th of each month.

4) Independent Contractor. Contractor will act as an independent contractor. Therefore the Client will pay no employer costs. (I.e. worker's compensation, employer taxes, or benefits)

5) Termination upon Notice. This agreement can be terminated by either party giving 30-day notice. If the agreement is terminated as provided for herein then the Contractor shall be paid on a pro rata basis for all work performed through the date that such termination becomes effective.

6) Direct Employment of Employees of Rhythm and Moves, Inc. Client acknowledges that Contractor has recruited, trained and supervised Contractor's employees and that Contractor's employees will be providing educational services at Client's school site(s). Client further acknowledges that the recruitment, training and supervision of Contractor's employees are costly and time-consuming to Contractor. Should Client directly or indirectly employ or otherwise retain the services of any employee of Contractor who has worked at Client's school site(s) during the term of this contract or within 12 months of the termination of this contract in a position which is the same or substantially similar to those services provided by Contractor in this agreement, Client shall pay Contractor a finder's fee in the amount of $50,000.00. Client further acknowledges that the finder's fee amount accurately reflects the reasonable value of Contractor's time and costs. Client will be billed separately for the finder's fee and payment will be due within 60 days.

7) Liability Insurance/Hold Harmless. Contractor agrees to maintain a policy of insurance in the minimum amount of $1,000,000 to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this agreement, and shall name Client as an additional named insured on said policy. A certificate is on file with the District office.

8) Time is of the Essence. Time is of the essence in this agreement.

9) Assignment. Neither this agreement, nor any duties or obligations under this agreement, may be assigned without the prior written consent of the Client.

10) Notices. Any notice under this agreement shall be sufficient if written and delivered personally or by first class mail to the addresses listed at the beginning of this agreement.

11) Attorney's Fees. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.

12) Entire Agreement of the Parties. This agreement contains the entire agreement of the parties and supersedes any and all prior agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client. Any modifications of this agreement will be effective only if it is in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this agreement

Contractor

04/14/25
Date

Client

Date

Ann Tafolla-Voetsch, CEO

Name (printed)

Title

Mountain View
Whisman
School District

District Office
T 650.526.3500
1400 Montecito Ave.
Mountain View, CA 94043

JUSTIFICATION REMARKS

Date: April 15, 2025

Requestor: Cathy Baur, Associate Superintendent
Educational Services

Vendor: Rhythm and Moves

Reason: Physical Education services for Agreement for 2025-26 school year

Remarks: The District is seeking to contract with Rhythm and Moves to provide elementary Physical Education for grades 1-5 for the 2025-26 school year. Rhythm and Moves is on the District approved vendor list and in doing research is the only company locally that provides this type of service. The District did explore the cost of hiring its own PE teachers for elementary schools. In order to cover 2 periods of PE per week, plus make-ups sessions the District would have to hire at least 10 FTE at an approximate cost of $1,600,000 plus the cost of PE equipment and curriculum. Currently the estimated cost for contracting with Rhythm and Moves is $888,350.00 pending the cost of adding or subtracting classes due to enrollment over the course of the spring and summer of 2025. Rhythm and Moves has requested to use their contract and upon review, we believe the Rhythm and Moves contract adequately outlines the services, cost and appropriate liability coverage required by MVWSD.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Rhythm and Moves

***REQUIRED CHECKBOX* for Service Contracts**

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

☐ **Contract for Professional Services / Special Services** approved vendor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Contract for Perishable Foods {Child Nutrition}**
- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

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

☐ **Contract for Energy Services That Will Generate Cost Savings**
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	4/14, 2025	Date:	17 APR, 2025
Print Name:	Cathy Baur	Print Name:	Jeff Baier
Print Title:	Associate Superintendent	Print Title:	Superintendent

For Department: Educational Services

Checklist not required for school sites

Rhythm and Moves - Physical Education contract for 25/26 SY Estimated cost $888,350

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20_____ (**"Agreement"**), by and between and **Mountain View Whisman School District** (**"District"**) and Speech Therapy Link, Inc. (**"Contractor"**). Contractor and District may be referred to herein individually as a **"Party"** or collectively as the **"Parties."**

1. Services Check one of the options below

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

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

2. Price & Payment Check one of the options below

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

☐ **Option 1** – Flat Fee of $ _____

☑ **Option 2** - Maximum number of hours at an hourly rate of $ 124 Total not to exceed $ 517,229

☐ **Option 3** – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: July 1, 2025 Services End Date: June 30, 2026

4. Submittal of Documents

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

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form Onfile

5. Classified Service

☐ **YES** ☑ **NO**

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

6. Notice

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

Mountain View Whisman School District	**Contractor:**	Speech Therapy Link, Inc.
1400 Montecito Ave.	**Street**	2505 W Shaw Ave Unit 101
Mountain View, CA 94043	**City, Sate, Zip**	Fresno, Ca 93711
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 **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: JP

(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: Frank Selvaggio FS

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:** JP

(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: FS

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: JP

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: JP

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☑ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 874386413

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 350

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:** Speech Therapy Link, Inc.
Dated: April 7, 2025	Dated: April 7, 2025
Signature:	Signature:
Print Name: Frank Selvaggio	Print Name: Jordin Perez
Print Title: Special Education Director	Print Title: President/CEO

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

Board of Trustees Action (District Office Use Only)

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

Speech Therapy Link

Exhibit A: Occupational Therapy Services

Provider:

Occupational Therapist Registered (OTR/L): **Registered** by the National Board for Certification of Occupational Therapy (NBCOT). **Licensed** by California Board of Occupational Therapy (CBOT).

Scope of Work

Speech Therapy Link will provide 3 OTR/L they will perform all services and processes within the school setting. Our employees have a knowledge base of the school-based practice framework, standards, and service provision:

- Utilizes technology for the purposes of communication and documentation.
- Documents performance changes and service provision in commonly understood and meaningful terms.
- Designs and implements interventions congruent with expectations of the least restrictive environment.
- Prioritizes the student's needs, develops a plan, implements appropriate and safe interventions, and modifies intervention plans and strategies.
- Synthesizes and effectively communicates information in order to collaborate with the IEP team to develop goals and make appropriate service recommendations.
- Identifies the need for changes in service levels and develops dismissal plans in collaboration with the IEP team.
- Demonstrates the ability to administer, score, and analyze data from a variety of assessment tools and strategies in order to determine the strengths, needs, and service recommendations for the student.
- Has a strong understanding of service delivery in field of expertise.
- Identifies and completes the appropriate forms and information needed for the IEP process
- Has a basic knowledge of the special education process in California and understands how therapy services are provided in a school setting.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Speech Therapy Link, Inc.

***REQUIRED CHECKBOX* for Service Contracts**

☑ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☑ **Contract for Professional Services / Special Services**

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

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

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

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

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

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

☐ **Contract for Waste Services {MOT or CBO}**

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

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

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

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

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

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

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

☐ **Contract for Educational Materials {Ed Services}**

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Emergency Contracts {CBO Only}**

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

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:	[signature]	Signature:	[signature]
Date:	4/16, 20 25	Date:	4/14, 20 25
Print Name:	Frank Selvaggio	Print Name:	Cathy Baur
Print Title:	Special Education Director	Print Title:	Associate Superintendent

For Department: Special Education — Speech Therapy $ 517,229

Checklist not required for school sites

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20_____ (**"Agreement"**), by and between and **Mountain View Whisman School District** (**"District"**) and TechSmart (**"Contractor"**). Contractor and District may be referred to herein individually as a **"Party"** or collectively as the **"Parties."**

1. Services Check one of the options below

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

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

5 teacher licenses and unlimited student licenses at Crittenden and Graham Middle Schools for CS101 (Coding in Python 1), CS102 (Coding in Python 2), CS202 (Coding in Pyhton 2), CS203 (Coding in Python 3), Teacher Coding Bootcamp training and Teacher Support (live support + check-ins)

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 $ 14500.00

☐ **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: 7/1/25 Services End Date: 6/30/26

4. Submittal of Documents

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

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☐ W-9 Form ON FILE

5. Classified Service

☐ YES ☑ NO

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

6. Notice

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

Mountain View Whisman School District	**Contractor:**	TechSmart, Inc.
1400 Montecito Ave.	**Street**	4 Saint Charles Place
Mountain View, CA 94043	**City, Sate, Zip**	Beaufort, SC 29907
Attn: Chief Business Officer	**Attn:**	Bruce Levin

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: ECS

(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: Cyndee Nguyen CN

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:** ECS

(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: CN

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: ECS

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.

Copyright/Trademark/Patent. Co… under…ds and agrees that all ma…s produced under this Agreement s…me the …perty of District and cannot be used without Distri…press written permission. District shall have all right, ti… and …est in said matters, including the right to sec… nd maintain t… pyright, trademark and/or pa… of said matter in the nam… the District. Cont… consents to use of Contractor's na… co…nction with the sale, use, performance and di…tion of the matters, for any purpose and in any medium. CN

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: ECS

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☑ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 46-2939109

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 Program 205

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: TechSmart, Inc.
Dated: 4/2, 2025	Dated: March 28th, 2025
Signature:	Signature:
Print Name: Cyndee Nguyen	Print Name: Elena C. Sukenik
Print Title: Director of Curriculum, Assessment and Instruction	Print Title: Dir. Fin & Acct

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

Board of Trustees Action (District Office Use Only)

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

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: TechSmart (approved vendor)

***REQUIRED CHECKBOX* for Service Contracts**

☒ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☐ **Contract for Professional Services / Special Services**

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

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

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

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

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

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

☐ **Contract for Waste Services {MOT or CBO}**

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

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

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

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

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

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

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

☐ **Contract for Educational Materials {Ed Services}**

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Emergency Contracts {CBO Only}**

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

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	March 18, 2025, 20____	Date:	March 18, 2025, 20____
Print Name:	Cyndee Nguyen	Print Name:	Cathy Baur
Print Title:	Director of Curriculum, Instruction, Assessment	Print Title:	Associate Superintendent

For Department: Educational Services

Checklist not required for school sites

TechSmart Addendum for 25/26 SY $14,500

Lease Agreement

Customer: MOUNTAIN VIEW-WHISMAN SCHOOL DISTRICT

BillTo: MOUNTAIN VIEW
WHISMAN SD
ACCOUNTS PAYABLE
1400 MONTECITO AVE
MOUNTAIN VIEW, CA 94043-4590

Install: MOUNTAIN VIEW
VIEW-WHISMAN
SCHOOL DISTRICT
699 N SHORELINE BLVD
MOUNTAIN VIEW, CA 94043

State or Local Government Negotiated Contract : 072816000
Omnia Partners Contract R191104

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. B7125H2 (XEROX B7125 TTRAY OS)	- Digital Ps3 Kit - Integratd Off Finshr - Customer Ed - Analyst Services	Lease Term: 39 months Purchase Option: FMV	4/10/2025

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. B7125H2	$130.21	1: Black and White Impressions	All Prints	$0.0066	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	$130.21	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: Rebecca Westover Phone: (650)903-6950

Signature: _____ Date: 4-10-25

Thank You for your business!
This Agreement is proudly presented by Xerox and

Dee Kim
(408)781-1553

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

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Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment; B7125H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

5. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

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1 3 7 7 4 5 8 0 1 0 0 2 0 0 2 1

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Award of contract for Chromebooks to CDW

Estimated Time:

Person Responsible: Jon Aker, Director of Technology

Background:
MVWSD purchases Chromebooks in the Spring each school year to ensure that they are delivered and set up for the beginning of the next school year in August. Historically, the District has issued new Chromebooks to students entering kindergarten and fifth grade. Students in K-2 keep a Chromebook to use at home and use one of the classroom Chromebooks during the school day. Students in grades 3-8 bring the Chromebook assigned to them to school each day and there are no classroom carts in those rooms. The District usually purchases 1200 Chromebooks as there are typically between 500 to 600 students per grade level. The Chromebook issued to students entering kindergarten is the device they would use through the end of 4th grade. When they enter 5th grade they receive a new Chromebook again that they use through the end of middle school.

The cost of Chromebooks has remained pretty consistent over the years ranging between $300 and $350 per device. This year, the recent implementation of large import tariffs has resulted in an increase of about $100 per Chromebook. Due to this increase, the cost of 1200 Chromebooks is far higher than the District normally spends. To bring those costs down the District is planning on reducing the quantity to 1000 Chromebooks and not assigning Chromebooks to every incoming kindergarten student. Those students will still have access to Chromebooks in their classroom and the District will set aside a portion of the 1000 to assign to any kindergarten student if the family requests to have one at home. Students entering fifth grade would still be assigned a new Chromebook to use through the end of middle school. The remaining Chromebooks not assigned to a student will be used to upgrade older Chromebook carts in K-2 classrooms.

Over the next few years, the District is planning to transition to issuing new Chromebooks to students entering 3rd and 6th grade, moving away from issuing a Chromebook to every K-2 student as they have Chromebooks in the classroom that they primarily use.

The quote is based on the most recent pricing from Acer for Chromebook volume of 1000 or more and is covered under the piggyback contract from Irvine USD. The District uses CDW for these types of purchases as they can provide quotes under several different piggyback contracts for the best pricing and are able to process large orders quickly.

Fiscal Implication:
$502,987.50

Recommended Action:
Staff recommend that the Board of Trustees approve the quote as presented.

ATTACHMENTS:

Description	Type	Upload Date
Quote for 1000 Chromebooks	Backup Material	4/17/2025

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

JON AKER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PKHX497	4/17/2025	ACER R757TN X1000	6061721	$502,987.50

IMPORTANT - PLEASE READ

Fees applied to item(s): 8238073

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Acer Chromebook Spin 511 R757TN - 11.6" - Intel N-series - N150 - 8 GB RAM Mfg. Part#: NX.J9NAA.001 Contract: Irvine USD 23/24-01 IT Technology Equip & Periph (23/24-01 IT)	1000	8238073	$430.00	$430,000.00
Google Chrome Education Upgrade Mfg. Part#: CROS-SW-DIS-EDU-NEW Electronic distribution - NO MEDIA Contract: Irvine USD 23/24-01 IT Technology Equip & Periph (23/24-01 IT)	1000	5988499	$29.75	$29,750.00

RECYCLING FEE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 8238073	1000	654809	$4.00	$4,000.00

SUBTOTAL	$459,750.00
SHIPPING	$0.00
RECYCLING FEE	$4,000.00
SALES TAX	$39,237.50
GRAND TOTAL	**$502,987.50**

PURCHASER BILLING INFO **DELIVER TO**

Billing Address:	Shipping Address:
MOUNTAIN VIEW WHISMAN SCHOOL DIST ACCTS PAYABLE 1400MONTECITO AVE MOUNTAIN VIEW, CA 94043-3133 **Phone:** (650) 526-3500 **Payment Terms:** NET 30-VERBAL	MOUNTAIN VIEW WHISMAN SCHOOL DIST JON AKER 1400 MONTECITO AVE MOUNTAIN VIEW, CA 94043-4590 **Shipping Method:** TForce Freight, Special Services
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Sales Contact Info

John Hart (K-12 Sr. Account Manager) | (877) 554-4480 | johnhar@cdwg.com

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

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Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Disposal of Obsolete Equipment

Estimated Time:

Person Responsible:
Rebecca Westover, Ed.D., Chief Business Officer

Background:
When district-owned books, equipment, and supplies become unusable, obsolete, or no longer needed, the Superintendent or Designee shall identify these items to the Governing Board, recommending that they be sold or disposed of according to legal and administrative regulations.
Please see attached disposal document.

Fiscal Implication:
None

Recommended Action:
It is recommended that the Board of Trustees approve the disposal plan, as presented.

ATTACHMENTS:

Description	Type	Upload Date
Disposal of Obsolete Equipment _ Kitchen	Backup Material	3/27/2025

Mountain View Whisman School District Disposal of Surplus or Obsolete Materials or Equipment July 1, 2023

From Site: M.O.T. (Current Location) **To Site:** For Disposal (New Location)

Quantity	Item	Model/Serial Number	MVWSD Tag Number	Condition
1	Frigidaire Refrigerator	FRT24NHAWO	002467MVSD	3
1	GE Refigerator	GTS22FBMARWW	002438MVSD	3
1	Whirlpool Refrigerator	W1TXEMMWQ00	008194MVSD	3
1	Blodgett Zephaire Stove	112098YA008T	001800MVSD	3
1	Blodgett Zephaire Stove	112098YA012B	001882MVSD	3
1	Traulsen Refrigerator	G20010	0018215MVSD	3

Debbie Austin 3/26/2025
Requesting Administrator Signature & Date

Condition Code
1 - Excellent
2 - Fair
3 - Poor

Approval of Disposal

3/26/2025
Authorized Signer Signature & Date

26 MAR 25
Superintendent/Designee Signature & Date

Board Approval Date

**********For Office Use Only**********

Post Board of Trustees action, Business Office forward completed form to:

_____ Fiscal Services for Asset Mgmt. Once verified asset tags, return to Business Office.
(Asset Mgmt initial)

Department notified disposal approved and recorded.
_____ Technology/equipment - Technology
_____ Furniture - MOT
_____ Other

_____
Signature & Date

Office use only:
Received at DO

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Reading Difficulty Risk Screener Adoption

Estimated Time:

Person Responsible:
Cyndee Nguyen, Ed.D.
Interim Director of Curriculum, Instruction, and Assessment

Background:

Under CA Senate Bill 114, all California LEAs are required to adopt a Reading Difficulty Risk Screener (RDRS) by June 30, 2025 for annual use beginning in the 2025-26 school year.

Staff provided an update on the Reading Difficulty Risk Screener committee's work and recommendations at the 4/3/25 Board Meeting and is requesting that the Board of Trustees approve the recommended reading risk screeners for grades K-2.

A report on the adoption process updates that were shared with the Board are included as a reference.

Fiscal Implication:
$15,000 annually
One-time state funding will cover the initial costs for approximately the first two years of screener implementation.

Recommended Action:
Staff recommends that the Board approve Amplify mCLASS DIBELS and Lectura as our Reading Difficulty Risk Screener beginning in the 2025-26 school year.

ATTACHMENTS:

Description	Type	Upload Date
Reading Difficulty Risk Screener Board Report	Backup Material	4/9/2025

Mountain View Whisman School District

Agenda Item for Board Meeting of April 24, 2025

Agenda Category: Review and Action

Agenda Item Title: Reading Difficulty Risk Screener Approval

Person Responsible: Cyndee Nguyen, Ed.D., Director of Curriculum, Instruction, and Assessment

Background:

The goals of the Reading Difficulty Risk Screener (RDRS) Committee were to recommend a universal reading risk screener for adoption and to update MVWSD's early literacy assessment process and instructional response. The Committee spent significant time studying the Science of Reading, reading difficulties, and the uses and purposes of different literacy assessments. After engaging in multiple discussions and reviewing rubric ratings, the voting members of the RDRS Committee highly recommended Amplify mCLASS and Lectura for adoption beginning the 2025-26 school year.

Staff shared regular updates on the RDRS adoption process and the Committee's work with the Board of Trustees:

October 17, 2024
April 3, 2025

Budget Allocation: Approximate mCLASS and Lectura cost: $15,000 annually. One-time state funds will cover the first two years' cost of implementation.

Next Steps: The district staff is requesting approval from the Board of Trustees of Amplify mCLASS and Lectura in compliance with AB 114 as our Universal Reading Difficulty Risk Screener.

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Notice of Completion - Vargas Outdoor Learning Phase 1 Tree Replacement Project - Marina Landscape, Inc.

Estimated Time:

Person Responsible:
Rebecca Westover, Ed.D., Chief Business Officer

Background:
On October 5, 2023, The Board of Trustees approved the award of the Vargas Outdoor Learning Phase 1 Tree Replacement Project from Measure T Funds to Marina Landscape, Inc. This project includes the following site: Jose Vargas Elementary School.

Work is now substantially complete.

Fiscal Implication:
The District currently holds retention in the amount of 5% of the final contract value. After a minimum of thirty-five (35) days after the filing of the Notices of Completion with the County of Santa Clara recorder, the District will release the retention amount, provided all remaining close out and punch list items have been completed.

Recommended Action:
It is recommended that the Board of Trustees approve the filing of the Notice of Completion for the Vargas Outdoor Learning Phase 1 Tree Replacement Project.

ATTACHMENTS:

Description	Type	Upload Date
Notice of Completion - Vargas Outdoor Learning Phase 1 - Marina Landscape, Inc.	Backup Material	3/27/2025

RECORDED WITHOUT FEE UNDER
SECTION 6103 GOVERNMENT CODE

RECORDING REQUESTED BY:
Rebecca Westover, Ed. D
Chief Business Officer

AND WHEN RECORDED MAIL TO:

Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA 94043-3133

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION OF CONTRACT
MARINA LANDSCAPE, INC.

THE UNDERSIGNED OWNER HEREBY GIVES NOTICE by order of the MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT of Santa Clara County that work to be performed under the contract heretofore made and executed by and between the Mountain View Whisman School District and Marina Landscape, Inc. as Contractor therein, at the Vargas Outdoor Learning Project Phase 1 Tree Replacement Project at Jose Vargas Elementary Schools in Mountain View, State of California, **WAS COMPLETED BY THE CONTRACTOR** on **2/14/25** as called for in the manner designated by the plans and specifications.

The address of said site is:

Jose Vargas Elementary School, 220 N. Whisman Road, Mountain View, CA 94043

IN WITNESS WHEREOF, pursuant to the order of the Board of Education authorizing and directing the execution of this instrument by signature of the Superintendent or his designee, the said District has caused these presents to be executed in its name, authenticated by the signature of the Superintendent's designee, the Chief Business Officer of Mountain View Whisman School District, on **April 3, 2025.**

The names and addresses and interest of all owners of said property are as follows:

Name: **Mountain View Whisman School District**
Address: **1400 Montecito Avenue**
Mountain View, CA 94043

By: _____(signature)
Rebecca Westover, Ed. D.
Chief Business Officer

VERIFICATION

I am Rebecca Westover, Chief Business Officer, the agent of the owner(s) of the property described in the foregoing notice. I have read the foregoing notice and know the contents thereof, and the same of my knowledge. I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Dated:_____ at Mountain View, California

_____
(Signature)

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Notice of Completion - District Wide Access Control Project - Paladin Technologies, Inc.

Estimated Time:

Person Responsible:
Rebecca Westover, Ed.D., Chief Business Officer

Background:
On August 18, 2022, The Board of Trustees approved the Design Build Contract for the District Wide Access Control Project from Measure T Funds to Paladin Technologies, Inc. This project includes the following sites: Mariano Castro ES, MVWSD District Office, Stevenson ES, Jose Vargas ES, Benjamin Bubb ES, Crittenden Middle School, Graham Middle School, Amy Imai ES, Edith Landels ES, Gabriela Mistral ES, Monta Loma ES, and Theuerkauf ES.

Work is now substantially complete.

Fiscal Implication:
The District currently holds retention in the amount of 5% of the final contract value. After a minimum of thirty-five (35) days after the filing of the Notices of Completion with the County of Santa Clara recorder, the District will release the retention amount, provided all remaining close out and punch list items have been completed.

Recommended Action:
It is recommended that the Board of Trustees approve the filing of the Notice of Completion for the District Wide Window Access Control Project.

ATTACHMENTS:

Description	Type	Upload Date
It is recommended that the Board of Trustees approve the filing of the Notice of Completion for the District Wide Window Access Control Project.	Backup Material	3/27/2025

RECORDED WITHOUT FEE UNDER
SECTION 6103 GOVERNMENT CODE

RECORDING REQUESTED BY:
Rebecca Westover, Ed. D
Chief Business Officer

AND WHEN RECORDED MAIL TO:

Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA 94043-3133

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION OF CONTRACT
PALADIN TECHNOLOGIES

THE UNDERSIGNED OWNER HEREBY GIVES NOTICE by order of the MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT of Santa Clara County that work to be performed under the contract heretofore made and executed by and between the Mountain View Whisman School District and Paladin Technologies as Contractor therein, at the District Wide Access Control Project at the MVWSD District Office, Mariano Castro, Jose Vargas, Stevenson, Benjamin Bubb, Gabriela Mistral, Amy Imai, Edith Landels, Monta Loma & Theuerkauf Elementary School and Crittenden & Graham Middle School in Mountain View, State of California, **WAS COMPLETED BY THE CONTRACTOR** on **3/26/2025** as called for in the manner designated by the plans and specifications.

The addresses of said sites are:
District Office 1400 Montecito Ave., Mountain View, CA 94043
Mariano Castro Elementary School 500 Toft St. Mountain View, CA 94041
Jose Vargas Elementary School 220 N. Whisman Road, Mountain View, CA 94043
Stevenson Elementary School 750 San Pierre Way, Mountain View, CA 94043
Benjamin Bubb Elementary School 525 Hans Ave., Mountain View, CA 94040
Gabriela Mistral Elementary School 505 Escuela Ave., Mountain View, CA 94040
Crittenden Middle School 1701 Rock St., Mountain View, CA 94043
Graham Middle School 1175 Castro St., Mountain View, CA 94040
Amy Imai Elementary School 253 Martens Ave., Mountain View, CA 94040
Edith Landels Elementary School 115 West Dana St., Mountain View, CA 94041
Monta Loma Elementary School 460 Thompson Ave., Mountain View, CA 94043
Theuerkauf Elementary School 1625 San Luis Ave, Mountain View, CA 94043

IN WITNESS WHEREOF, pursuant to the order of the Board of Education authorizing and directing the execution of this instrument by signature of the Superintendent or his designee, the said District has caused these presents to be executed in its name, authenticated by the signature of the Superintendent's designee, the Chief Business Officer of Mountain View Whisman School District, on **April 3, 2025.**

The names and addresses and interest of all owners of said property are as follows:

Name: **Mountain View Whisman School District**
Address: **1400 Montecito Avenue**
Mountain View, CA 94043

By: _____(signature)
Rebecca Westover, Ed. D.
Chief Business Officer

VERIFICATION

I am Rebecca Westover, Chief Business Officer, the agent of the owner(s) of the property described in the foregoing notice. I have read the foregoing notice and know the contents thereof, and the same of my knowledge. I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Dated:_____ at Mountain View, California

_____

(Signature)

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Short Term Contract - S Doi

Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

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Background:
Suzanne Doi will serve in the Special Education Department providing professional support for teachers.

Fiscal Implication:
Contract should not exceed $16,000 during the 2024-25 school year.

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Short Term Contract_S Doi	Backup Material	4/1/2025

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
SHORT TERM INTERIM EMPLOYMENT AGREEMENT

This agreement is entered into by and between Mountain View Whisman School District ("District") and **Suzanne Doi** and is subject to the following terms and conditions:

The District hereby employs Suzanne Doi and Suzanne Doi agrees to accept employment in the position of Short Term Employee in the Educational Services department under the terms and conditions specified herein. By accepting employment as Short Term Employee, Educational Services, Suzanne Doi agrees to devote her time, best efforts, and abilities to performing the duties and responsibilities as specified herein.

1. Term of Agreement. The term of this Agreement shall be for the 2024-2025 school year unless terminated prior to the date or extended by mutual agreement of the parties, which would become an addendum to this Agreement.

2. Powers and Duties. Suzanne Doi shall provide the following services: Services as directed by the Director of Special Education, including but not limited to coaching of special education staff, planning and preparing lessons, supporting professional development for special education staff needs. Any request for Suzanne to perform substitute coverage or in-classroom teaching responsibilities shall be considered beyond the scope of this agreement The terms of this agreement covers monthly duties of up to a total of 40 hours of on-site or off-site work.

3. Compensation and Benefits. Suzanne Doi shall be compensated at $2000 per month for each month worked throughout the duration of this agreement.

4. Payroll. Any and all documents required by the District shall be completed and provided, as a condition of employment, by Suzanne Doi to the District. Such documents must be submitted **before** work and compensation can begin.

5. Termination. The District may, at any time, with or without reason, terminate this agreement and compensate Suzanne Doi only for services satisfactorily rendered up to the date of termination. Written notice by the District shall be sufficient to stop further performance of services by Suzanne Doi. Notice shall be deemed given when received by the Suzanne Doi or no later than three days after the day of mailing, whichever is sooner. This agreement can also be terminated by Suzanne for any reason at any time with written notice. Suzanne will be paid in a prorated fashion for any work done through the termination of the contract.

6. Governing Law. This Agreement is subject to all applicable laws of the State of California and the lawful rules and regulations of the Governing Board of the Mountain View Whisman School District. Such laws, rules and regulations are to be considered as part of the terms of this Agreement

7. Tax/Retirement Liability. Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to Suzanne Doi, any designated beneficiary, heirs, administrators, executors, successors. Suzanne Doi shall assume sole responsibility and liability for all state and federal tax consequences of this Agreement and all retirement consequences of this Agreement. Suzanne Doi agrees to defend, indemnify, and hold the District harmless from all such tax and retirement consequences.

8. **Complete Agreement.** This Agreement is the full and complete agreement between the parties hereto. Any amendments, modifications or variations from the terms of this Agreement shall be in writing and shall be effective only upon approval of such amendment, modification or variation.

9. **Savings.** If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event any such provision is invalidated as described above, the parties shall, upon request, meet not later than five (5) days after such request to discuss the impact of such a holding and to negotiate possible alternative provisions.

WHEREFORE, the parties to this Agreement enter into said Agreement as of March 11,2025.

District	Employee
By: _____	By: _____
Tara Vikjord	Employee Printed Name
_____	_____
Administrator Signature	Employee Signature
_____	_____
Date	Date

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Approval of Monthly Reports for the Month of March 2025; Ratifying some contracts and Reviewing other contracts

Estimated Time:

Person Responsible:
Nadia Pongo, Director of Fiscal Services
Rebecca Westover, Ed.D., Chief Business Officer

Background:
The following warrants, payroll, purchase orders, purchase order change orders, and credit card transactions have been provided to the District's governing board ("**Board**") for ordering payment and for ratification. Reports will be posted as available.

For warrants and payroll, in accordance with Education Code section 42631, all payments from the various funds of a school district shall be made by written order of the Board.

The Board approved on November 7, 2024, Resolution No. 06-110724, delegating the authority to award contracts contained in Education Code section 17604 to the District's Superintendent, Chief Business Officer, Associate Superintendent(s), and Assistant Superintendent(s), altogether, "**Authorized Individuals**". Contracts awarded by Authorized Individuals under Resolution No. 06- 110724 are "**Delegated Contracts**." The Board limited the delegated authority for Delegated Contracts with the following additional requirements:

- **Student Services.** No limit for classroom-based services for individual students, services related to Individual Education Plans, or other special education services;
- **Construction, Repairs or Maintenance.** $220,000 limit for construction, repair or maintenance services utilizing a resolution passed in 2004 to utilize the California Uniform Public Construction Cost Account Act (CUPCCAA);
- **Services.** $50,000 limit, per vendor per year, for all other services;
- **Equipment, Materials and Supplies.** Up to the current bid limit for equipment, materials and supplies ($114,500 in 2024; Public Contract Code §20111).

Delegated Contracts must be ratified by the Board.

Fiscal Implication:
Please see attached backup documents.

Recommended Action:
It is recommended that the Board of Trustees approve all the reports as presented; and ratify and review the Contracts, as indicated and as submitted.

ATTACHMENTS:

Description	Type	Upload Date
Payroll Report and Accounts Payable Warrants March 2025	Backup Material	4/15/2025
PO Report March 27, 2025 to April 15, 2025	Backup Material	4/16/2025
PO Change Order Report	Backup Material	4/16/2025

Report title: BOT March 2025

With account detail: Y
Date issued range: 03/01/2025 - 03/31/2025
Warrant number range: -
Sort by: Warrant #

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29 <29051891> Canceled		03/10/2025	CIRIMELE, JENNIFER		
	PV500032		ALL OTHER LOCAL REVENUE	010-9131-0-8699-00-0000-0000-000000-011-0131	< 100.00 >
				Sub total:	< 100.00 >
29 <29051893> Canceled		03/10/2025	NATIONAL GEOGRAPHIC KIDS		
	PV500031		CLASSROOM/OFFICE SUPPLIES	010-1100-0-4310-00-1110-1000-000000-006-0100	< 37.10 >
				Sub total:	< 37.10 >
29 29053320		03/03/2025	CITY OF MOUNTAIN VIEW		
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-002-0503	4,052.49
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-005-0503	3,656.49
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-005-0503	140.95
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-006-0503	2,765.18
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-006-0503	414.00
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-007-0503	3,120.21
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-008-0503	4,711.25
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-008-0503	95.25
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-008-0503	623.64
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-009-0503	5,546.67
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-009-0503	2,719.74
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-011-0503	20,375.49
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-011-0503	678.46
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-014-0503	12,134.26
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-015-0503	1,531.73
				Sub total:	62,565.81
29 29053321		03/03/2025	PACIFIC GAS AND ELECTRIC CO		
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-003-0503	2,402.08
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-005-0503	1,181.69
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-002-0503	8,507.74
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-003-0503	15,624.07
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-003-0503	8,376.92
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-004-0503	8,798.32
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-005-0503	3,009.61
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-006-0503	6,355.19
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-006-0503	6,112.43
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-007-0503	3,685.43
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-008-0503	22,779.87
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-009-0503	546.07
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-011-0503	7,910.97
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-011-0503	14,699.71
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-014-0503	3,124.45
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-014-0503	13,674.47
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-015-0503	21,107.13
				Sub total:	147,896.15
29 29053322		03/03/2025	AT&T		
	PO510204		Phone Service	010-8150-0-5930-00-0000-8200-000000-009-0550	3,956.38
				Sub total:	3,956.38
29 29053323		03/03/2025	CITI CARDS		
	PO510195		District Wide Supplies	010-0000-0-4310-00-0000-7200-000000-009-0503	161.20
				Sub total:	161.20

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053324	03/03/2025	LANGUAGE LINE SERVICES INC		
	PO510261		Interpretation Services	010-4201-0-5830-00-1110-1000-000000-009-0310	606.37
	PO510261		Interpretation Services	010-6500-0-5830-00-5760-1110-000000-009-0350	178.51
				Sub total:	784.88
29	29053325	03/03/2025	MONTECLARO, AGNES		
	PV500258		PARCEL TAXES	010-9100-0-8621-00-0000-0000-000000-000-0528	191.00
				Sub total:	191.00
29	29053326	03/03/2025	OFFICE DEPOT		
	PO510219		Teachers Supplies	010-1100-0-4310-00-1110-1000-000000-008-0100	1,252.44
	PO510157		SPED Mis Order	010-6500-0-4310-00-5761-1110-000000-009-0350	462.93
				Sub total:	1,715.37
29	29053327	03/03/2025	RO HEALTH INC		
	PO510207		MVWSD+ aide personnel	010-2600-0-5830-00-1110-1000-000000-009-0219	4,527.75
				Sub total:	4,527.75
29	29053328	03/03/2025	SOUTHWEST SCHOOL SUPPLY		
	PO510001		Classroom supplies	010-1100-0-4310-00-1110-1000-000000-002-0100	48.81
				Sub total:	48.81
29	29053329	03/03/2025	WEST COAST ARBORISTS INC		
	PO510098		Tree Services	010-8150-0-5611-00-0000-8110-000000-009-0550	10,098.00
	PO510098		Tree Services	010-8150-0-5611-00-0000-8110-000000-009-0550	17,919.00
	PO510098		Tree Services	010-8150-0-5611-00-0000-8110-000000-009-0550	16,632.00
				Sub total:	44,649.00
29	29053330	03/03/2025	ACHIEVE KIDS NPS		
	PO510249		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	10,573.00
	PO510249		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	9,268.50
				Sub total:	19,841.50
29	29053331	03/03/2025	BMR HEALTH SERVICES INC		
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	7,938.00
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	15,960.00
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	15,960.00
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	12,348.00
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	16,726.41
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	15,960.00
				Sub total:	84,892.41
29	29053332	03/03/2025	CAR STICKERS INC		
	PO520416		PO for Chromebook Stickers	010-9590-0-4310-00-1110-1000-000000-009-0570	385.00
	PO520416		PO for Chromebook Stickers	010-9590-0-4310-00-1110-1000-000000-009-0570	35.13
	PO520416		PO for Chromebook Stickers	010-9590-0-9512-00-0000-0000-000000-000-0000	35.13-
				Sub total:	385.00
29	29053333	03/03/2025	CHILDREN'S HEALTH COUNCIL		
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	6,438.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	8,953.60
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	8,076.80
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	12,340.80
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	13,323.40
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	10,744.20
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	9,089.00
				Sub total:	68,965.80
29 29053334		03/03/2025	CREATIVE LEARNING CENTER		
	PO510267		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	15,081.00
	PO510267		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	8,676.00
				Sub total:	23,757.00
29 29053335		03/03/2025	DANNIS WOLIVER KELLEY		
	PO510191		Attorney representation	010-0000-0-5845-00-0000-7100-000000-009-0600	332.00
				Sub total:	332.00
29 29053336		03/03/2025	EDTHEORY LLC		
	PO510127		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	656.50
				Sub total:	656.50
29 29053337		03/03/2025	ENVIRONMENTAL VOLUNTEERS INC		
	PO510245		4th/5th gr science program	010-9512-0-5830-00-1110-1000-000000-009-0224	3,984.00
				Sub total:	3,984.00
29 29053338		03/03/2025	FIRST STUDENT INC		
	PO510292		Alternative Transportation Svc	010-0000-0-5808-00-0000-3600-000000-009-0560	11,060.26
	PO510292		Alternative Transportation Svc	010-6500-0-5808-00-5761-3600-000000-009-0562	44,241.04
				Sub total:	55,301.30
29 29053339		03/03/2025	MEDICAL BILLING TECHNOLOGIES		
	PO510048		Medi-Cal Billing	010-9301-0-5830-00-0000-2700-000000-009-0355	1,050.00
				Sub total:	1,050.00
29 29053340		03/03/2025	MORGAN AUTISM CENTER		
	PO510244		NPS Student Placement	010-6500-0-5830-00-5760-1180-000000-009-0381	16,971.00
				Sub total:	16,971.00
29 29053341		03/03/2025	OPEN MIND SCHOOL		
	PO510279		Agreement for SPED placement	010-6500-0-5803-00-5761-1110-000000-009-0350	24,820.00
				Sub total:	24,820.00
29 29053342		03/03/2025	PARENT GUARDIAN 6687		
	PO510188		Settlement Agreement	010-6500-0-5803-00-5761-1110-000000-009-0350	6,787.50
				Sub total:	6,787.50
29 29053343		03/03/2025	PARENT GUARDIAN 8460		
	PO510146		Settlement Parent Reimb.	010-6500-0-5803-00-5761-1110-000000-009-0350	265.00
				Sub total:	265.00
29 29053344		03/03/2025	Pediatric Therapy Services		
	PO510161		SpEd Contracted Staffing	010-6500-0-5830-00-5760-1110-000000-009-0350	15,403.21
				Sub total:	15,403.21

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053345	03/03/2025	RO HEALTH INC		
	PO510159		SPED Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	43,083.79
	PO510159		SPED Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	41,865.94
				Sub total:	84,949.73
29	29053346	03/03/2025	SEQUOIA UNION HIGH SCHOOL		
	PO520332		EV Science FT	010-0000-0-5805-00-1110-1000-000000-009-0224	509.13
				Sub total:	509.13
29	29053347	03/03/2025	SONOVA USA INC		
	PO510045		DHH Device repairs	010-6500-0-5608-00-5767-1110-000000-009-0350	169.00
				Sub total:	169.00
29	29053348	03/03/2025	SPECTRUM CENTER INC		
	PO510250		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	11,680.22
				Sub total:	11,680.22
29	29053349	03/03/2025	THE WRITING REVOLUTION INC		
	PO520411		Conference Registration	010-0000-0-5200-00-1110-1000-000000-009-0204	2,835.00
				Sub total:	2,835.00
29	29053350	03/03/2025	WEINGARTEN CHILDREN'S CENTER		
	PO510241		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	384.00
				Sub total:	384.00
29	29053351	03/03/2025	AMAZON CAPITAL SERVICES		
	PO510061		CR Open PO for 24/25	010-1100-0-4310-00-1110-1000-000000-011-0100	61.10
	PO510221		Program Supplies BTB LN	010-6010-0-4310-00-1110-1000-000000-005-0234	30.87
	PO510223		Program Supplies BTB TH	010-6010-0-4311-00-1110-1000-000000-008-0234	15.26
	PO510148		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	280.54
	PO510148		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	357.76
				Sub total:	745.53
29	29053352	03/03/2025	FEDEX KINKO'S		
	PO510081		Open PO for shipping	010-9590-0-5850-00-0000-7200-000000-009-0570	16.19
				Sub total:	16.19
29	29053353	03/03/2025	OFFICE DEPOT		
	PO510039		2024-2025 supplies	010-0000-0-4310-00-0000-7300-000000-009-0500	304.77
	PO510202		Office Depot open PO 24-25	010-1100-0-4310-00-1110-1000-000000-003-0100	440.59
	PO510023		office and classroom supplies	010-1100-0-4310-00-1110-1000-000000-005-0100	515.98
				Sub total:	1,261.34
29	29053354	03/04/2025	DREILING TERRONES ARCHITECTURE		
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-002-0735	171.25
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-004-0735	171.25
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-005-0735	171.25
	PO330059		AE SVCS FOR HVAC PHASE 5	212-9702-0-6215-00-0000-8500-000000-006-0733	57.50
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-006-0735	171.25
	PO330059		AE SVCS FOR HVAC PHASE 5	212-9702-0-6215-00-0000-8500-000000-008-0733	57.50

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-008-0735	171.25
	PO330059		AE SVCS FOR HVAC PHASE 5	212-9702-0-6215-00-0000-8500-000000-011-0733	57.50
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-011-0735	171.25
	PO330059		AE SVCS FOR HVAC PHASE 5	212-9702-0-6215-00-0000-8500-000000-014-0733	57.50
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-014-0735	171.25
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-016-0735	171.25
				Sub total:	1,600.00
29	29053355	03/04/2025	MOUNTAIN VIEW OWNERS LLC		
	PO430015		REIMB AGREEMENT 3RD AMENDMENT	212-9702-0-6257-00-0000-8500-000000-009-0780	121,783.09
				Sub total:	121,783.09
29	29053356	03/04/2025	ORBACH HUFF & HENDERSON LLP		
	PO530000		Legal Rep - CAPITAL PROJECTS	212-9702-0-5845-00-0000-8500-000000-009-0700	30,657.86
	PO530000		Legal Rep - CAPITAL PROJECTS	212-9702-0-5845-00-0000-8500-000000-009-0700	3,006.87
				Sub total:	33,664.73
29	29053357	03/04/2025	AT&T MOBILITY		
	PO510200		Work Cell Phone for BTB/ELOP	010-2600-0-5932-00-1110-1000-000000-009-0234	105.45
	PO510200		Work Cell Phone for BTB/ELOP	010-6010-0-5932-00-1110-1000-000000-003-0234	105.45
	PO510200		Work Cell Phone for BTB/ELOP	010-6010-0-5932-00-1110-1000-000000-005-0234	105.45
	PO510200		Work Cell Phone for BTB/ELOP	010-6010-0-5932-00-1110-1000-000000-006-0234	105.45
	PO510200		Work Cell Phone for BTB/ELOP	010-6010-0-5932-00-1110-1000-000000-008-0234	105.45
	PO510200		Work Cell Phone for BTB/ELOP	010-6010-0-5932-00-1110-1000-000000-011-0234	105.45
				Sub total:	632.70
29	29053358	03/04/2025	AVALON TRANSPORTATION LLC		
	PO520413		Buses for Exploratorium Trip	010-0000-0-5805-00-1110-1000-000000-011-0102	5,700.00
				Sub total:	5,700.00
29	29053359	03/04/2025	BECK'S SHOES INC.		
	PO510140		STAFF SHOES EA YEAR	130-5310-0-4310-00-0000-3700-000000-009-0540	100.00
	PO510140		STAFF SHOES EA YEAR	130-5310-0-4310-00-0000-3700-000000-009-0540	188.31
				Sub total:	288.31
29	29053360	03/04/2025	BOGDANIC, PRISCILA		
	PO540077		SLS GR - SPARC Cafecito	010-9552-0-4311-00-0000-2495-000000-014-0302	46.03
				Sub total:	46.03
29	29053361	03/04/2025	BUS SAFETY TRAINING		
	PO510248		Behind The Wheel Training	010-0000-0-5260-00-0000-3600-000000-009-0560	6,250.00
				Sub total:	6,250.00
29	29053362	03/04/2025	CALIFORNIA WATER SERVICE		
	PO510155		Utilities Water at Imai 24-25	010-0000-0-5555-00-0000-8200-000000-004-0503	384.35
	PO510155		Utilities Water at Imai 24-25	010-0000-0-5555-00-0000-8200-000000-004-0503	927.66
				Sub total:	1,312.01
29	29053363	03/04/2025	COMMUNITY PLAYTHINGS		
	PO520400		Classroom Furniture	120-6105-0-4310-00-0001-1000-000000-009-0275	25.10
	PO520400		Classroom Furniture	120-6105-0-4402-00-0001-1000-000000-009-0275	1,222.20
				Sub total:	1,247.30

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053364	03/04/2025	ECOLAB PEST ELIMINATION		
	PO510255		PEST CONTROL ALL SITES	130-5310-0-5830-00-0000-3700-000000-009-0540	751.54
				Sub total:	751.54
29	29053365	03/04/2025	FOLLETT CONTENT SOLUTIONS LLC		
	PO520387		Books for the library	010-1100-0-4211-00-0000-2420-000000-003-0103	862.62
	PO520387		Books for the library	010-1100-0-4211-00-0000-2420-000000-003-0103	554.45
				Sub total:	1,417.07
29	29053366	03/04/2025	GRANICUS		
	PO540081		Board Agenda Platform	010-0000-0-5846-00-0000-7100-000000-009-0610	5,412.36
				Sub total:	5,412.36
29	29053367	03/04/2025	HAUSMAN, SHELLY		
	PO540079		Business Cards Reimbursement	010-0000-0-4310-00-0000-7100-000000-009-0600	169.35
				Sub total:	169.35
29	29053368	03/04/2025	IMPERIAL DADE WEST COAST		
	PO510133		PAPER ITEMS	130-5310-0-4390-00-0000-3700-000000-009-0540	2,714.70
				Sub total:	2,714.70
29	29053369	03/04/2025	JUNIOR LIBRARY GUILD		
	PO540078		Library Material	010-1100-0-4211-00-0000-2420-000000-004-0103	1,949.30
				Sub total:	1,949.30
29	29053370	03/04/2025	KELLY, CAMILLE		
	PO510280		Theater Manager for AUD rental	010-0000-0-5830-00-1110-4900-000000-009-0510	300.00
	PO510280		Theater Manager for AUD rental	010-0000-0-5830-00-1110-4900-000000-009-0510	300.00
				Sub total:	600.00
29	29053371	03/04/2025	LAKESHORE LEARNING		
	PO510145		PK Classroom Materials	120-6127-0-4310-00-0001-1000-000000-009-0275	993.86
	PO510145		PK Classroom Materials	120-6127-0-4310-00-0001-1000-000000-009-0275	326.26
	PO510145		PK Classroom Materials	120-6127-0-4310-00-0001-1000-000000-009-0275	1,558.93
	PO510145		PK Classroom Materials	120-6127-0-4310-00-0001-1000-000000-009-0275	871.68
	PO510145		PK Classroom Materials	120-6127-0-4310-00-0001-1000-000000-009-0275	1,098.68
	PO510145		PK Classroom Materials	120-6127-0-4310-00-0001-1000-000000-009-0275	174.56
	PO510145		PK Classroom Materials	120-6127-0-4310-00-0001-1000-000000-009-0275	763.60
	PO510145		PK Classroom Materials	120-6127-0-4310-00-0001-1000-000000-009-0275	217.16
	PO510145		PK Classroom Materials	120-6127-0-4310-00-0001-1000-000000-009-0275	379.63
				Sub total:	6,384.36
29	29053372	03/04/2025	LAMBERT, THERESA		
	PO540076		SLS ST - Parent U	010-9552-0-4311-00-0000-2495-000000-015-0302	124.94
				Sub total:	124.94
29	29053373	03/04/2025	MAGNETIC CONCEPTS CORPORATION		
	PO520379		MasterScheduleBoard Conf Room	010-1100-0-4410-00-0000-2700-000000-011-0100	1,006.03
				Sub total:	1,006.03
29	29053374	03/04/2025	OFFICE DEPOT		
	PO510287		DO copier paper supply	010-0000-0-4310-00-0000-7500-000000-009-0504	1,866.04
				Sub total:	1,866.04

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053375	03/04/2025	OLACIREGUI, CLAUDIA		
	PO540080		SLS MI - Cafecito with Ms. O	010-9552-0-4311-00-0000-2495-000000-016-0302	109.05
				Sub total:	109.05
29	29053376	03/04/2025	ORBACH HUFF & HENDERSON LLP		
	PO510229		Legal services 2024-25	010-0000-0-5845-00-0000-7300-000000-009-0500	2,239.10
				Sub total:	2,239.10
29	29053377	03/04/2025	PLANET ORANGE		
	PO510075		Monthly Pest Service	010-8150-0-5830-00-0000-8110-000000-009-0550	86.00
	PO510075		Monthly Pest Service	010-8150-0-5830-00-0000-8110-000000-009-0550	225.00
				Sub total:	311.00
29	29053378	03/04/2025	VALLEY OIL COMPANY		
	PO510210		Fuel for Vehicles	010-0000-0-4360-00-0000-3600-000000-009-0560	2,233.74
				Sub total:	2,233.74
29	29053379	03/04/2025	WEST VALLEY MUSIC		
	PO510036		BandSuppliesInstrumentRepairs	010-9131-0-4310-00-1110-1000-000000-011-0131	927.85
	PO510036		BandSuppliesInstrumentRepairs	010-9131-0-4310-00-1110-1000-000000-011-0131	177.66
				Sub total:	1,105.51
29	29053380	03/04/2025	XEROX FINANCIAL SERVICES		
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	39.41
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	29.22
				Sub total:	68.63
29	29053381	03/04/2025	YMCA OF SILICON VALLEY		
	PO510120		After school Program	010-2600-0-5830-00-1110-1000-000000-009-0219	4,518.80
				Sub total:	4,518.80
29	29053382	03/05/2025	ARAGON CONTRERAS, ACANTHA		
	PO540082		Poster for staff parking	010-1100-0-4310-00-0000-2700-000000-003-0100	61.11
	PO540083		SLS CA - Resource Event	010-9552-0-4311-00-0000-2495-000000-003-0302	216.29
	PO540089		SLS CA - Resource Event	010-9552-0-4311-00-0000-2495-000000-003-0302	53.00
				Sub total:	330.40
29	29053383	03/05/2025	BECK'S SHOES INC.		
	PO510140		STAFF SHOES EA YEAR	130-5310-0-4310-00-0000-3700-000000-009-0540	100.00
				Sub total:	100.00
29	29053384	03/05/2025	BRADY INDUSTRIES		
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	680.13
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	1,114.94
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	680.13
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	410.23
				Sub total:	2,885.43
29	29053385	03/05/2025	CDW Govenment		
	PO510149		Open PO for supplies and equip	010-9590-0-4310-00-0000-2420-000000-009-0570	4,223.14

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510150		Open PO for software renewals	010-9590-0-5846-00-0000-2420-000000-009-0580	2,300.00
				Sub total:	6,523.14
29 29053386		03/05/2025	CORODATA SHREDDING INC		
	PO510067		2024-2025 shredding services	010-8150-0-5816-00-0000-8200-000000-009-0550	503.95
				Sub total:	503.95
29 29053387		03/05/2025	ENVIRONMENTAL SYSTEMS INC		
	PO510093		HVAC Service	010-8150-0-5608-00-0000-8110-000000-009-0550	787.50
				Sub total:	787.50
29 29053388		03/05/2025	FOLLETT CONTENT SOLUTIONS LLC		
	PO520387		Books for the library	010-1100-0-4211-00-0000-2420-000000-003-0103	842.26
				Sub total:	842.26
29 29053389		03/05/2025	MILPITAS ELECTRIC INC		
	PO510095		Electrical Services	010-8150-0-5611-00-0000-8200-000000-009-0550	1,150.00
				Sub total:	1,150.00
29 29053390		03/05/2025	MYSTERY SCIENCE		
	PO520223		School Membership 2024-2025	010-1100-0-5300-00-1110-1000-000000-003-0100	999.00
				Sub total:	999.00
29 29053391		03/05/2025	OLACIREGUI, CLAUDIA		
	PO540088		SLS MI - Events	010-9552-0-4311-00-0000-2495-000000-016-0302	815.22
				Sub total:	815.22
29 29053392		03/05/2025	POHLMAN, MEGAN		
	PO540084		Reimbursment for MPohlman	010-9130-0-4310-00-1110-1000-000000-015-0130	226.82
				Sub total:	226.82
29 29053393		03/05/2025	R & H WHOLESALE SUPPLY INC		
	PO520404		tailpieces 4 locks	010-9590-0-4310-00-1110-1000-000000-009-0570	530.93
				Sub total:	530.93
29 29053394		03/05/2025	SCHOOL SPECIALTY LLC		
	PO510167		SPED Misc purchases	010-6500-0-4310-00-5761-1110-000000-009-0350	1,039.54
				Sub total:	1,039.54
29 29053395		03/05/2025	SOUND AND SIGNAL INC		
	PO510091		Monitoring	010-8150-0-5521-00-0000-8200-000000-009-0550	686.42
				Sub total:	686.42
29 29053396		03/05/2025	THE HOME DEPOT PRO		
	PO510087		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	141.82
				Sub total:	141.82
29 29053397		03/05/2025	WEST VALLEY MUSIC		
	PO510036		BandSuppliesInstrumentRepairs	010-9131-0-4310-00-1110-1000-000000-011-0131	94.47
				Sub total:	94.47
29 29053398		03/05/2025	WESTERN ROOFING SERVICE		
	PO510285		Roofing Contractor	010-8150-0-5830-00-0000-8110-000000-009-0550	1,333.50
				Sub total:	1,333.50

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053399	03/06/2025	AMAZON CAPITAL SERVICES		
	PO510038		2024-2025 purchase of supplies	010-0000-0-4310-00-0000-7300-000000-009-0500	19.08
	PO510038		2024-2025 purchase of supplies	010-0000-0-4310-00-0000-7300-000000-009-0500	65.48
	PO510038		2024-2025 purchase of supplies	010-0000-0-4310-00-0000-7300-000000-009-0500	8.32
	PO510283		library books	010-1100-0-4211-00-0000-2420-000000-005-0103	98.84
	PO510283		library books	010-1100-0-4211-00-0000-2420-000000-005-0103	742.02
	PO510061		CR Open PO for 24/25	010-1100-0-4310-00-0000-2700-000000-011-0100	215.74
	PO510061		CR Open PO for 24/25	010-1100-0-4310-00-0000-2700-000000-011-0100	81.05
	PO510061		CR Open PO for 24/25	010-1100-0-4310-00-0000-2700-000000-011-0100	53.82
	PO510022		classroom supplies	010-1100-0-4310-00-1110-1000-000000-005-0100	159.22
	PO510022		classroom supplies	010-1100-0-4310-00-1110-1000-000000-005-0100	192.87
	PO510056		Amazon Blanket for Acct 100	010-1100-0-4310-00-1110-1000-000000-014-0100	551.90
	PO510056		Amazon Blanket for Acct 100	010-1100-0-4310-00-1110-1000-000000-014-0100	321.05
	PO510282		Program Supplies BTB GR	010-2600-0-4310-00-1110-1000-000000-009-0234	6.90
	PO510282		Program Supplies BTB GR	010-2600-0-4310-00-1110-1000-000000-009-0234	134.72
	PO510221		Program Supplies BTB LN	010-6010-0-4310-00-1110-1000-000000-005-0234	13.55-
	PO510055		Amazon Blanket for Acct 120	010-9120-0-4310-00-1110-1000-000000-014-0120	36.00
	PO510055		Amazon Blanket for Acct 120	010-9120-0-4310-00-1110-1000-000000-014-0120	123.20
	PO510055		Amazon Blanket for Acct 120	010-9120-0-4310-00-1110-1000-000000-014-0120	1,154.35
	PO510057		Amazon Blanket for Acct 236	010-9512-0-4310-00-1110-1000-000000-014-0236	50.89
	PO510057		Amazon Blanket for Acct 236	010-9512-0-4310-00-1110-1000-000000-014-0236	13.98-
	PO510057		Amazon Blanket for Acct 236	010-9512-0-4310-00-1110-1000-000000-014-0236	59.57
	PO510057		Amazon Blanket for Acct 236	010-9512-0-4310-00-1110-1000-000000-014-0236	135.74
	PO510016		Amazon Blanket PO for Acct 237	010-9512-0-4310-00-1110-1000-000000-014-0237	269.46
	PO510148		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	259.32
	PO510148		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	182.11
	PO510148		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	3.27-
	PO510148		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	442.34
				Sub total:	5,333.19
29	29053400	03/06/2025	CERTIFIX LIVE SCAN		
	PO510170		CERTIFIX 24-25	010-0000-0-5838-00-0000-7400-000000-009-0400	117.00
				Sub total:	117.00
29	29053401	03/06/2025	CRYSTAL CREAMERY INC		
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	1,706.32
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	389.45
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	519.54
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	778.89
				Sub total:	3,394.20
29	29053402	03/06/2025	DEPT OF INDUSTRIAL RELATION		
	PO510239		Conveyance Fees	010-8150-0-5873-00-0000-8110-000000-009-0550	225.00
	PO510239		Conveyance Fees	010-8150-0-5873-00-0000-8110-000000-009-0550	125.00
				Sub total:	350.00
29	29053403	03/06/2025	FIVE STAR RESTAURANT SERVICES		
	PO510111		REFRIG REPAIRS	130-5310-0-5670-00-0000-3700-000000-009-0540	2,575.00
	PO510111		REFRIG REPAIRS	130-5310-0-5670-00-0000-3700-000000-009-0540	2,665.00
				Sub total:	5,240.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053404	03/06/2025	GOLD STAR FOODS		
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	2,092.19
				Sub total:	2,092.19
29	29053405	03/06/2025	JACK SCHREDER & ASSOCIATES INC		
	PO510198		Consulting Fees	010-0000-0-5825-00-0000-7300-000000-009-0500	1,156.25
				Sub total:	1,156.25
29	29053406	03/06/2025	PACIFIC PRODUCE		
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	369.20
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	642.30
				Sub total:	1,011.50
29	29053407	03/06/2025	SYSCO- SAN FRANCISCO		
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	5,405.43
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	3,593.47
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	336.15
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	76.26
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	497.90-
				Sub total:	8,913.41
29	29053408	03/06/2025	CARDUCCI & ASSOCIATES INC		
	PO530022		AE ASA05 OUTDOOR LEARNING	212-9703-0-6115-00-0000-8500-000000-002-0734	1,215.00
	PO530022		AE ASA05 OUTDOOR LEARNING	212-9703-0-6115-00-0000-8500-000000-003-0734	607.50
	PO530022		AE ASA05 OUTDOOR LEARNING	212-9703-0-6115-00-0000-8500-000000-004-0734	1,215.00
	PO530022		AE ASA05 OUTDOOR LEARNING	212-9703-0-6115-00-0000-8500-000000-005-0734	1,215.00
	PO530022		AE ASA05 OUTDOOR LEARNING	212-9703-0-6115-00-0000-8500-000000-006-0734	1,215.00
	PO530022		AE ASA05 OUTDOOR LEARNING	212-9703-0-6115-00-0000-8500-000000-007-0734	1,215.00
	PO530022		AE ASA05 OUTDOOR LEARNING	212-9703-0-6115-00-0000-8500-000000-008-0734	1,215.00
	PO530022		AE ASA05 OUTDOOR LEARNING	212-9703-0-6115-00-0000-8500-000000-011-0734	1,215.00
	PO530022		AE ASA05 OUTDOOR LEARNING	212-9703-0-6115-00-0000-8500-000000-014-0734	1,215.00
	PO530022		AE ASA05 OUTDOOR LEARNING	212-9703-0-6115-00-0000-8500-000000-015-0734	1,215.00
	PO530022		AE ASA05 OUTDOOR LEARNING	212-9703-0-6115-00-0000-8500-000000-016-0734	607.50
				Sub total:	12,150.00
29	29053409	03/06/2025	CLEARY CONSULTANTS INC		
	PO530033		GEOTEC TEST PARK RESTROOM	212-9703-0-6280-00-0000-8500-000000-003-0738	2,044.04
	PO530033		GEOTEC TEST PARK RESTROOM	212-9703-0-6280-00-0000-8500-000000-003-0738	1,650.00
	PO530033		GEOTEC TEST PARK RESTROOM	212-9703-0-6280-00-0000-8500-000000-004-0738	4,088.08
	PO530033		GEOTEC TEST PARK RESTROOM	212-9703-0-6280-00-0000-8500-000000-004-0738	3,300.00
	PO530033		GEOTEC TEST PARK RESTROOM	212-9703-0-6280-00-0000-8500-000000-005-0738	3,300.00
	PO530033		GEOTEC TEST PARK RESTROOM	212-9703-0-6280-00-0000-8500-000000-005-0738	4,088.09
	PO530033		GEOTEC TEST PARK RESTROOM	212-9703-0-6280-00-0000-8500-000000-016-0738	1,650.00
	PO530033		GEOTEC TEST PARK RESTROOM	212-9703-0-6280-00-0000-8500-000000-016-0738	2,044.04
				Sub total:	22,164.25
29	29053410	03/06/2025	RODAN BUILDERS INC		
	PO530023		SITEWORK PARK RESTROOM PROJECT	212-9703-0-6245-00-0000-8500-000000-003-0738	46,906.25
	PO530023		SITEWORK PARK RESTROOM PROJECT	212-9703-0-6245-00-0000-8500-000000-004-0738	42,761.87
	PO530023		SITEWORK PARK RESTROOM PROJECT	212-9703-0-6245-00-0000-8500-000000-005-0738	73,634.50

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO530023		SITEWORK PARK RESTROOM PROJECT	212-9703-0-6245-00-0000-8500-000000-016-0738	46,906.25
				Sub total:	210,208.87
29	29053411	03/07/2025	KAISER FOUNDATION		
	PV500259		RETIREE BENEFITS-CERTIFICATD	010-0000-0-3701-00-1110-1000-000000-009-0523	4,651.91
	PV500259		RETIREE BENEFITS-CLASSIFIED	010-0000-0-3702-00-1110-1000-000000-009-0523	3,091.59
	PV500259		MEDICAL INSURANCE	010-0000-0-9942-00-0000-0000-000000-000-0000	486,453.25
	PV500259		MEDICAL INSURANCE	010-0000-0-9942-00-0000-0000-000000-000-0000	70,093.42
				Sub total:	564,290.17
29	29053412	03/07/2025	UHS PREMIUM BILLING		
	PV500260		RETIREE BENEFITS-CERTIFICATD	010-0000-0-3701-00-1110-1000-000000-009-0523	6,203.95
	PV500260		RETIREE BENEFITS-CLASSIFIED	010-0000-0-3702-00-1110-1000-000000-009-0523	267.80
	PV500260		MEDICAL INSURANCE	010-0000-0-9942-00-0000-0000-000000-000-0000	337,207.42
	PV500260		MEDICAL INSURANCE	010-0000-0-9942-00-0000-0000-000000-000-0000	47,685.39
				Sub total:	391,364.56
29	29053413	03/07/2025	DAILY POST		
	PO540094		RFP Newspaper Ad	010-0000-0-5812-00-0000-8200-000000-009-0550	270.00
				Sub total:	270.00
29	29053414	03/07/2025	DANNIS WOLIVER KELLEY		
	PO510256		LEGAL FEES 2024-25	010-0000-0-5845-00-0000-7400-000000-009-0440	1,050.00
				Sub total:	1,050.00
29	29053415	03/07/2025	LEGO Education		
	PO520394		LEGO Education Set	010-9120-0-4310-00-1110-1000-000000-014-0120	6,983.13
				Sub total:	6,983.13
29	29053416	03/07/2025	QUIK SMOG		
	PO540085		Vehicle Smog Checks	010-0000-0-5816-00-0000-8200-000000-009-0550	1,070.00
				Sub total:	1,070.00
29	29053417	03/07/2025	RO HEALTH INC		
	PO510207		MVWSD+ aide personnel	010-2600-0-5830-00-1110-1000-000000-009-0219	7,921.47
				Sub total:	7,921.47
29	29053418	03/07/2025	SUN LIFE FINANCIAL		
	PV500261		LIFE INSURANCE	010-0000-0-9943-00-0000-0000-000000-000-0000	766.70
				Sub total:	766.70
29	29053419	03/07/2025	THE HOME DEPOT PRO		
	PO510087		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	703.69
	PO510087		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	93.74
	PO510087		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	1,832.34
				Sub total:	2,629.77
29	29053420	03/07/2025	UNITED CALIFORNIA GLASS & DOOR		
	PO510305		Glass and door systems vendor	010-8150-0-5830-00-0000-8110-000000-009-0550	2,361.00
				Sub total:	2,361.00
29	29053421	03/10/2025	AF PRODUCE		
	PO510240		FARM TO TABLE PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	359.50

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510240		FARM TO TABLE PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	601.00
	PO510240		FARM TO TABLE PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	600.00
				Sub total:	1,560.50
29 29053422		03/10/2025	ALDER-TEK MANUFACTURING		
	PO510109		WOODEN SLIVERWARE FOR ALL SITE	130-5310-0-4390-00-0000-3700-000000-009-0540	917.79
				Sub total:	917.79
29 29053423		03/10/2025	CALIFORNIA DEPT. OF EDUCATION		
	PO510069		USDA COMMODITIES FOODS	130-5310-0-4710-00-0000-3700-000000-009-0540	661.05
				Sub total:	661.05
29 29053424		03/10/2025	CRYSTAL CREAMERY INC		
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	745.80
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	1,491.20
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	522.17
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	782.79
				Sub total:	3,541.96
29 29053425		03/10/2025	DANIELSEN COMPANY		
	PO510131		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	2,610.80
				Sub total:	2,610.80
29 29053426		03/10/2025	GOLD STAR FOODS		
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,767.20
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	88.72
				Sub total:	1,855.92
29 29053427		03/10/2025	NEW YORK PIZZA INC		
	PO510183		FRESH PIZZA ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	13,838.00
				Sub total:	13,838.00
29 29053428		03/10/2025	PACIFIC PRODUCE		
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	744.90
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	400.05
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	400.65
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	568.50
				Sub total:	2,114.10
29 29053429		03/10/2025	SYSCO- SAN FRANCISCO		
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,388.64
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	4,185.56
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	542.88-
				Sub total:	5,031.32
29 29053430		03/11/2025	AT&T MOBILITY		
	PO510205		Director Cell Phone	010-8150-0-5932-00-0000-8200-000000-009-0550	374.13
				Sub total:	374.13
29 29053431		03/11/2025	B&H PHOTO-VIDEO		
	PO520386		Camera Equipment for GMStv	010-9120-0-4310-00-1110-1000-000000-014-0120	665.64
				Sub total:	665.64

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053432	03/11/2025 [redacted]			
	PO510214		Parent Reimbursement transpo	010-6500-0-5808-00-5761-3600-000000-009-0562	1,380.00
				Sub total:	1,380.00
29	29053433	03/11/2025	BRADY INDUSTRIES		
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	1,373.92
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	2,455.02
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	492.53
				Sub total:	4,321.47
29	29053434	03/11/2025 [redacted]			
	PO510213		Parent Reimbursement transpo	010-6500-0-5808-00-5761-3600-000000-009-0562	720.00
				Sub total:	720.00
29	29053435	03/11/2025	CALIFORNIA DEPARTMENT OF TAX		
	PO540097		Diesel Fuel Tax	010-0000-0-5873-00-0000-3600-000000-009-0560	65.66
				Sub total:	65.66
29	29053436	03/11/2025	CALIFORNIA WATER SERVICE		
	PO510155		Utilities Water at Imai 24-25	010-0000-0-5555-00-0000-8200-000000-004-0503	93.67
				Sub total:	93.67
29	29053437	03/11/2025 [redacted]			
	PO510215		Parent Reimbursement - transpo	010-6500-0-5808-00-5761-3600-000000-009-0562	1,710.00
				Sub total:	1,710.00
29	29053438	03/11/2025	CITY OF MOUNTAIN VIEW		
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-004-0503	6,090.67
				Sub total:	6,090.67
29	29053439	03/11/2025	DEPT OF INDUSTRIAL RELATION		
	PO510239		Conveyance Fees	010-8150-0-5873-00-0000-8110-000000-009-0550	225.00
	PO510239		Conveyance Fees	010-8150-0-5873-00-0000-8110-000000-009-0550	125.00
	PO510239		Conveyance Fees	010-8150-0-5873-00-0000-8110-000000-009-0550	225.00
	PO510239		Conveyance Fees	010-8150-0-5873-00-0000-8110-000000-009-0550	125.00
	PO510239		Conveyance Fees	010-8150-0-5873-00-0000-8110-000000-009-0550	225.00
	PO510239		Conveyance Fees	010-8150-0-5873-00-0000-8110-000000-009-0550	225.00
	PO510239		Conveyance Fees	010-8150-0-5873-00-0000-8110-000000-009-0550	125.00
				Sub total:	1,275.00
29	29053440	03/11/2025	DEPT OF JUSTICE		
	PO510185		DEPT OF JUSTICE - FP 24-25	010-0000-0-5838-00-0000-7400-000000-009-0400	567.00
				Sub total:	567.00
29	29053441	03/11/2025	DURHAM SCHOOL SERVICES LP		
	PO510063		Open PO Sports Transportation	010-9512-0-5830-00-1110-4200-000000-011-0237	821.49
	PO510059		Charter Bus Services	010-9512-0-5830-00-1110-4200-000000-014-0237	757.44
				Sub total:	1,578.93
29	29053442	03/11/2025	ENVIRONMENTAL SYSTEMS INC		
	PO510093		HVAC Service	010-8150-0-5608-00-0000-8110-000000-009-0550	2,666.79

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510093		HVAC Service	010-8150-0-5608-00-0000-8110-000000-009-0550	2,963.40
				Sub total:	5,630.19
29 29053443		03/11/2025 [redacted]			
	PO510216		Parent Reimbursement transpo	010-6500-0-5808-00-5761-3600-000000-009-0562	1,560.00
				Sub total:	1,560.00
29 29053444		03/11/2025 [redacted]			
	PO510217		Parent Reimbursement transpo	010-6500-0-5808-00-5761-3600-000000-009-0562	1,620.00
				Sub total:	1,620.00
29 29053445		03/11/2025 HANNA BOYS CENTER			
	PO540086		Training	120-6105-0-5250-00-0001-1000-000000-009-0275	1,118.00
				Sub total:	1,118.00
29 29053446		03/11/2025 HIDDEN VILLA TRUST			
	PO520401		ROAR Hidden Villa Field Trip	010-9512-0-5880-00-1110-1000-000000-014-0236	843.50
				Sub total:	843.50
29 29053447		03/11/2025 [redacted]			
	PO540003		Transportation Parent Reimburs	010-6500-0-5808-00-5761-3600-000000-009-0562	825.00
				Sub total:	825.00
29 29053448		03/11/2025 KELLY, CAMILLE			
	PO510280		Theater Manager for AUD rental	010-1100-0-5830-00-1110-1000-000000-014-0100	600.00
				Sub total:	600.00
29 29053449		03/11/2025 OLACIREGUI, CLAUDIA			
	PO540092		ADMIN. REIMBURSEMENT	010-9130-0-4311-00-1110-1000-000000-016-0130	118.00
				Sub total:	118.00
29 29053450		03/11/2025 PAW PRINTS			
	PO540087		SLS CA - Resource Event	010-9552-0-4310-00-0000-2495-000000-003-0302	2,700.56
				Sub total:	2,700.56
29 29053451		03/11/2025 RO HEALTH INC			
	PO510207		MVWSD+ aide personnel	010-2600-0-5830-00-1110-1000-000000-009-0219	6,874.92
				Sub total:	6,874.92
29 29053452		03/11/2025 SOUND AND SIGNAL INC			
	PO510091		Monitoring	010-8150-0-5521-00-0000-8200-000000-009-0550	217.10
				Sub total:	217.10
29 29053453		03/11/2025 THE HOME DEPOT PRO			
	PO510087		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	1,759.38
				Sub total:	1,759.38
29 29053454		03/11/2025 VALLEY OIL COMPANY			
	PO510210		Fuel for Vehicles	010-0000-0-4360-00-0000-3600-000000-009-0560	1,439.02
				Sub total:	1,439.02
29 29053455		03/11/2025 [redacted]			
	PO510228		Parent Reimbursement transpo	010-6500-0-5808-00-5761-3600-000000-009-0562	1,590.00
				Sub total:	1,590.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053456	03/12/2025	THE PUBLIC RESTROOM COMPANY		
	PO530013		PREFAB BLDGS PARK RESTROOMS	212-9703-0-6225-00-0000-8500-000000-004-0738	210,262.00
	PO530013		PREFAB BLDGS PARK RESTROOMS	212-9703-0-6225-00-0000-8500-000000-005-0738	210,262.00
				Sub total:	420,524.00
29	29053457	03/12/2025	ACER SERVICE CORPORATION		
	PO510147		Open PO for Chromebook parts	010-9590-0-4310-00-1110-1000-000000-009-0570	8,280.68
				Sub total:	8,280.68
29	29053458	03/12/2025	BAY ALARM COMPANY		
	PO510184		Burglar Alarms	010-8150-0-5521-00-0000-8200-000000-005-0550	800.55
	PO510184		Burglar Alarms	010-8150-0-5521-00-0000-8200-000000-015-0550	894.22
	PO510184		Burglar Alarms	010-8150-0-5521-00-0000-8200-000000-016-0550	697.79
				Sub total:	2,392.56
29	29053459	03/12/2025	BRADY INDUSTRIES		
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	848.47
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	848.47
				Sub total:	1,696.94
29	29053460	03/12/2025	DANNIS WOLIVER KELLEY		
	PO510247		Parcel Tax 2024 support	010-0000-0-5845-00-0000-7300-000000-009-0500	108.00
				Sub total:	108.00
29	29053461	03/12/2025	ENVIRONMENTAL SYSTEMS INC		
	PO510093		HVAC Service	010-8150-0-5608-00-0000-8110-000000-009-0550	1,893.02
	PO510093		HVAC Service	010-8150-0-5608-00-0000-8110-000000-009-0550	3,188.61
	PO510093		HVAC Service	010-8150-0-5608-00-0000-8110-000000-009-0550	1,125.00
	PO510093		HVAC Service	010-8150-0-5608-00-0000-8110-000000-009-0550	1,306.03
	PO510093		HVAC Service	010-8150-0-5608-00-0000-8110-000000-009-0550	993.37
				Sub total:	8,506.03
29	29053462	03/12/2025	GOOGLE LLC		
	PO510080		Open PO for Google SAS	010-9590-0-5846-00-1110-1000-000000-009-0570	331.31
				Sub total:	331.31
29	29053463	03/12/2025	SANTA CRUZ COE		
	PO520405		SC/SVNTP Event - 2.8.2025	010-1100-0-5260-00-1110-1000-000000-007-0100	50.00
				Sub total:	50.00
29	29053464	03/12/2025	THE HOME DEPOT PRO		
	PO510087		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	523.31
	PO510087		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	1,054.04
				Sub total:	1,577.35
29	29053465	03/12/2025	UNIVERSAL SITE SERVICES INC		
	PO510096		Vehicle Wash	010-8150-0-5611-00-0000-8200-000000-009-0550	600.00
				Sub total:	600.00
29	29053466	03/13/2025	CIS INC		
	PO330023		IOR INSPECTION WINDOW PHASE 1	212-9702-0-6235-00-0000-8500-000000-002-0735	187.50

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO330023		IOR INSPECTION WINDOW PHASE 1	212-9702-0-6235-00-0000-8500-000000-004-0735	187.50
	PO330023		IOR INSPECTION WINDOW PHASE 1	212-9702-0-6235-00-0000-8500-000000-005-0735	187.50
	PO330023		IOR INSPECTION WINDOW PHASE 1	212-9702-0-6235-00-0000-8500-000000-006-0735	187.50
	PO330023		IOR INSPECTION WINDOW PHASE 1	212-9702-0-6235-00-0000-8500-000000-008-0735	187.50
	PO330023		IOR INSPECTION WINDOW PHASE 1	212-9702-0-6235-00-0000-8500-000000-011-0735	187.50
	PO330023		IOR INSPECTION WINDOW PHASE 1	212-9702-0-6235-00-0000-8500-000000-014-0735	187.50
	PO330023		IOR INSPECTION WINDOW PHASE 1	212-9702-0-6235-00-0000-8500-000000-016-0735	187.50
	PO530027		IOR MONTA LOMA FENCING	212-9703-0-6135-00-0000-8500-000000-006-0731	2,790.00
				Sub total:	4,290.00
29	29053467	03/13/2025	MOUNTAIN VIEW OWNERS LLC		
	PO430015		REIMB AGREEMENT 3RD AMENDMENT	212-9702-0-6257-00-0000-8500-000000-009-0780	21,404.50
				Sub total:	21,404.50
29	29053468	03/14/2025	AA FIRE SYSTEMS INC.		
	PO510225		Service	010-8150-0-5608-00-0000-8200-000000-002-0550	928.73
	PO510225		Service	010-8150-0-5608-00-0000-8200-000000-003-0550	928.73
	PO510225		Service	010-8150-0-5608-00-0000-8200-000000-004-0550	928.73
	PO510225		Service	010-8150-0-5608-00-0000-8200-000000-005-0550	928.73
	PO510225		Service	010-8150-0-5608-00-0000-8200-000000-006-0550	928.73
	PO510225		Service	010-8150-0-5608-00-0000-8200-000000-007-0550	928.73
	PO510225		Service	010-8150-0-5608-00-0000-8200-000000-008-0550	928.73
	PO510225		Service	010-8150-0-5608-00-0000-8200-000000-011-0550	928.73
	PO510225		Service	010-8150-0-5608-00-0000-8200-000000-014-0550	928.72
	PO510225		Service	010-8150-0-5608-00-0000-8200-000000-015-0550	928.72
	PO510225		Service	010-8150-0-5608-00-0000-8200-000000-016-0550	928.72
				Sub total:	10,216.00
29	29053469	03/14/2025	BAY ALARM COMPANY		
	PO510184		Burglar Alarms	010-8150-0-5521-00-0000-8200-000000-002-0550	745.75
	PO510184		Burglar Alarms	010-8150-0-5521-00-0000-8200-000000-004-0550	704.84
	PO510184		Burglar Alarms	010-8150-0-5521-00-0000-8200-000000-009-0550	1,219.38
	PO510184		Burglar Alarms	010-8150-0-5521-00-0000-8200-000000-014-0550	2,335.52
				Sub total:	5,005.49
29	29053470	03/14/2025	ENVIRONMENTAL SYSTEMS INC		
	PO510093		HVAC Service	010-8150-0-5608-00-0000-8110-000000-009-0550	1,173.25
				Sub total:	1,173.25
29	29053471	03/14/2025	MILPITAS ELECTRIC INC		
	PO510095		Electrical Services	010-8150-0-5611-00-0000-8200-000000-009-0550	450.00
				Sub total:	450.00
29	29053472	03/14/2025	SAN FRANCISCO ELEVATOR SERVICE		
	PO510100		Elevator Maintenance	010-8150-0-5670-00-0000-8200-000000-009-0550	1,408.18
				Sub total:	1,408.18
29	29053473	03/14/2025	THERMA LLC		
	PO510297		Sewer pipe inspections	010-8150-0-5830-00-0000-8110-000000-009-0550	1,151.00
				Sub total:	1,151.00
29	29053474	03/14/2025	WESTERN ROOFING SERVICE		
	PO510285		Roofing Contractor	010-8150-0-5830-00-0000-8110-000000-009-0550	2,176.25

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510285		Roofing Contractor	010-8150-0-5830-00-0000-8110-000000-009-0550	610.00
	PO510285		Roofing Contractor	010-8150-0-5830-00-0000-8110-000000-009-0550	1,684.75
	PO510285		Roofing Contractor	010-8150-0-5830-00-0000-8110-000000-009-0550	5,081.75
				Sub total:	9,552.75
29 29053475		03/17/2025	APPLE INC		
	PO510107		Open PO for parts	010-9590-0-4310-00-1110-1000-000000-009-0570	6.95
	PO510107		Open PO for parts	010-9590-0-4310-00-1110-1000-000000-009-0570	97.23
	PO510107		Open PO for parts	010-9590-0-4310-00-1110-1000-000000-009-0570	719.26
	PO510107		Open PO for parts	010-9590-0-4310-00-1110-1000-000000-009-0570	13.90
	PO510107		Open PO for parts	010-9590-0-4310-00-1110-1000-000000-009-0570	487.13
	PO510107		Open PO for parts	010-9590-0-4310-00-1110-1000-000000-009-0570	6.95
	PO510107		Open PO for parts	010-9590-0-4310-00-1110-1000-000000-009-0570	28.81
	PO510107		Open PO for parts	010-9590-0-4310-00-1110-1000-000000-009-0570	6.95
	PO510107		Open PO for parts	010-9590-0-4310-00-1110-1000-000000-009-0570	14.40
	PO510107		Open PO for parts	010-9590-0-4310-00-1110-1000-000000-009-0570	719.26
				Sub total:	2,100.84
29 29053476		03/17/2025	BLAZERWORKS		
	PV500262		CONTRACTED SERVICES	010-6500-0-5830-00-5760-1110-000000-009-0350	740.90
				Sub total:	740.90
29 29053477		03/17/2025	DANNIS WOLIVER KELLEY		
	PO510294		Attorney services	010-0000-0-5845-00-0000-7100-000000-009-0600	2,584.00
	PO510294		Attorney services	010-0000-0-5845-00-0000-7100-000000-009-0600	114.00
	PO510191		Attorney representation	010-0000-0-5845-00-0000-7100-000000-009-0610	774.00
				Sub total:	3,472.00
29 29053478		03/17/2025	GREENESPORT ASSOCIATION		
	PO510060		Referee services for athletics	010-9512-0-5830-00-1110-4200-000000-011-0237	1,400.00
	PO510060		Referee services for athletics	010-9512-0-5830-00-1110-4200-000000-011-0237	1,520.00
				Sub total:	2,920.00
29 29053479		03/17/2025	HOPSKIPDRIVE INC		
	PO510302		Transportation - McK-V	010-3010-0-5808-00-0000-3600-000000-009-0252	2,391.27
	PO510302		Transportation - McK-V	010-3010-0-5808-00-0000-3600-000000-009-0252	62.66-
	PO510302		Transportation - McK-V	010-3010-0-5808-00-0000-3600-000000-009-0252	2,750.56
				Sub total:	5,079.17
29 29053480		03/17/2025	LAKESHORE LEARNING		
	PO520439		SAI Class Supplies	010-1100-0-4310-00-1110-1000-000000-002-0100	499.79
				Sub total:	499.79
29 29053481		03/17/2025	MOUNTAIN VIEW COMMUNITY CENTER		
	PO540095		Deer Hollow Permit- Field Trip	010-9130-0-4369-00-1110-1000-000000-005-0130	174.00
				Sub total:	174.00
29 29053482		03/17/2025	MRC		
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-4310-00-0000-7550-000000-009-0504	305.16
				Sub total:	305.16
29 29053483		03/17/2025	PLAYWORKS EDUCATION ENERGIZED		
	PO510258		on-site leadership program	010-9120-0-5830-00-1110-1000-000000-005-0120	4,000.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510258		on-site leadership program	010-9130-0-5830-00-1110-1000-000000-005-0130	4,000.00
				Sub total:	8,000.00
29 29053484		03/17/2025	SOCIAL AND ENVIRONMENTAL		
	PO540093		SLS VA - Math Festival	010-9552-0-5830-00-0000-2495-000000-009-0302	800.00
				Sub total:	800.00
29 29053485		03/17/2025	ALDER-TEK MANUFACTURING		
	PO510109		WOODEN SLIVERWARE FOR ALL SITE	130-5310-0-4390-00-0000-3700-000000-009-0540	1,535.95
				Sub total:	1,535.95
29 29053486		03/17/2025	BONAMI BAKING COMPANY INC		
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	1,329.32
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	7,744.20
				Sub total:	9,073.52
29 29053487		03/17/2025	CRYSTAL CREAMERY INC		
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	1,566.18
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	894.96
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	447.48
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	782.79
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	1,714.94
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	484.67
				Sub total:	5,891.02
29 29053488		03/17/2025	DANIELSEN COMPANY		
	PO510131		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	4,585.70
				Sub total:	4,585.70
29 29053489		03/17/2025	FIVE STAR RESTAURANT SERVICES		
	PO510111		REFRIG REPAIRS	130-5310-0-5670-00-0000-3700-000000-009-0540	844.50
				Sub total:	844.50
29 29053490		03/17/2025	GOLD STAR FOODS		
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,047.50
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	2,472.30
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	3,071.95
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,546.30
				Sub total:	8,138.05
29 29053491		03/17/2025	OLIVER PACKAGING & EQUIPMENT		
	PO510113		FOOD TRAYS AND SEALER	130-5310-0-4390-00-0000-3700-000000-009-0540	2,369.22
				Sub total:	2,369.22
29 29053492		03/17/2025	PACIFIC PRODUCE		
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	822.40
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	449.80
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	456.40
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	662.65
				Sub total:	2,391.25
29 29053493		03/17/2025	SYSCO- SAN FRANCISCO		
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	5,293.41

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	14,444.74
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	3,739.97
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	72.40-
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	120.41
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	5,022.82
				Sub total:	28,548.95
29 29053494		03/17/2025	TUFFY, DANIELLE		
	PV500263		ACCOUNTS PAYABLE	010-0000-0-9510-00-0000-0000-000000-000-0000	35.34
				Sub total:	35.34
29 29053495		03/18/2025	OFFICE DEPOT		
	PO510009		Misc office supplies	010-0000-0-4310-00-0000-2700-000000-009-0200	497.15
	PO510000		Classroom Supplies	010-1100-0-4310-00-1110-1000-000000-002-0100	83.15
	PO510182		Open PO - School Supplies	010-1100-0-4310-00-1110-1000-000000-004-0100	341.50
	PO510023		office and classroom supplies	010-1100-0-4310-00-1110-1000-000000-005-0100	390.96
	PO510219		Teachers Supplies	010-1100-0-4310-00-1110-1000-000000-008-0100	124.83
	PO510058		Office Depot Blanket PO 24-25	010-1100-0-4310-00-1110-1000-000000-014-0100	1,569.05
	PO510157		SPED Mis Order	010-6500-0-4310-00-5761-1110-000000-009-0350	152.75
	PO510157		SPED Mis Order	010-6500-0-4310-00-5761-1110-000000-009-0350	124.01
	PO510077		Office Supplies	010-8150-0-4310-00-0000-8110-000000-009-0550	120.06
	PO510043		OFFICE DEPOT	010-9130-0-4310-00-1110-1000-000000-016-0130	52.33
	PO510112		OFFICE ITEMS ALL SITES	130-5310-0-4310-00-0000-3700-000000-009-0540	520.92
				Sub total:	3,976.71
29 29053496		03/18/2025	PACIFIC GAS AND ELECTRIC CO		
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-008-0503	1,374.00
				Sub total:	1,374.00
29 29053497		03/18/2025	SYSCO- SAN FRANCISCO		
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	22.00
				Sub total:	22.00
29 29053498		03/19/2025	BMR HEALTH SERVICES INC		
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	10,584.00
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	14,085.00
				Sub total:	24,669.00
29 29053499		03/19/2025	CHILDREN'S HEALTH COUNCIL		
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	6,893.40
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	6,161.40
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	6,399.00
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	10,615.50
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	10,233.00
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	7,937.00
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	10,839.00
				Sub total:	59,078.30
29 29053500		03/19/2025	EDTHEORY LLC		
	PO510127		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	4,040.00
				Sub total:	4,040.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053501	03/19/2025	ENVIRONMENTAL VOLUNTEERS INC		
	PO510245		4th/5th gr science program	010-9512-0-5830-00-1110-1000-000000-009-0224	2,248.00
				Sub total:	2,248.00
29	29053502	03/19/2025	NCS PEARSON INC		
	PO510156		SPED Protocols	010-6500-0-4310-00-5761-1110-000000-009-0350	208.10
	PO510156		SPED Protocols	010-9301-0-4310-00-5761-1110-000000-009-0355	312.14
				Sub total:	520.24
29	29053503	03/19/2025	OUTSIDE VOICES SPEECH THERAPY		
	PO510289		Contracted Svc for AAC	010-6500-0-5830-00-5761-1110-000000-009-0350	4,250.00
	PO510289		Contracted Svc for AAC	010-6500-0-5830-00-5761-1110-000000-009-0350	5,813.00
				Sub total:	10,063.00
29	29053504	03/19/2025	RIVERSIDE INSIGHTS		
	PO520429		Protocols/Assessments	010-9301-0-4310-00-5761-1110-000000-009-0355	3,348.41
				Sub total:	3,348.41
29	29053505	03/19/2025	SPECTRUM CENTER INC		
	PO510250		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	5,957.94
				Sub total:	5,957.94
29	29053506	03/19/2025	THE STEPPING STONES GROUP LLC		
	PO510161		SpEd Contracted Staffing	010-6500-0-5830-00-5760-1110-000000-009-0350	24,320.86
				Sub total:	24,320.86
29	29053507	03/19/2025	WEINGARTEN CHILDREN'S CENTER		
	PO510241		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	384.00
				Sub total:	384.00
29	29053508	03/19/2025	BMR HEALTH SERVICES INC		
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	11,760.00
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	12,600.00
				Sub total:	24,360.00
29	29053509	03/19/2025	CHILDREN'S HEALTH COUNCIL		
	PO510263		NPS Placement Sand Hill	010-6500-0-5830-00-5760-1180-000000-009-0381	4,502.00
				Sub total:	4,502.00
29	29053510	03/19/2025	EDTHEORY LLC		
	PO510127		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	6,464.00
	PO510127		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	8,080.00
				Sub total:	14,544.00
29	29053511	03/19/2025	INVO HEALTHCARE ASSOCIATES LLC		
	PO510126		Contracted Staff	010-6500-0-5830-00-5761-1110-000000-009-0350	12,905.00
				Sub total:	12,905.00
29	29053512	03/19/2025	LIVING CLASSROOM		
	PO510051		Garden based science	010-9512-0-5830-00-1110-1000-000000-009-0223	6,000.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510051		Garden based science	010-9590-0-5830-00-1110-1000-000000-009-0223	7,500.00
				Sub total:	13,500.00
29 29053513		03/19/2025	MORGAN AUTISM CENTER		
	PO510244		NPS Student Placement	010-6500-0-5830-00-5760-1180-000000-009-0381	13,470.00
				Sub total:	13,470.00
29 29053514		03/19/2025	RHYTHM & MOVES INC		
	PO510053		PE for Elementary sites	010-0000-0-5830-00-1110-1000-000000-009-0230	71,542.57
	PO510053		PE for Elementary sites	010-1100-0-5830-00-1110-1000-000000-009-0230	20,000.00
				Sub total:	91,542.57
29 29053515		03/19/2025	RO HEALTH INC		
	PO510159		SPED Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	40,888.01
				Sub total:	40,888.01
29 29053516		03/19/2025	SANTA CLARA COE		
	PO510270		Walden West 5th GR Science	010-9590-0-5830-00-1110-1000-000000-009-0225	20,436.01
				Sub total:	20,436.01
29 29053517		03/19/2025	SANTA CRUZ COE		
	PO510049		Teacher Induction Program	010-4035-0-5830-00-1110-1000-000000-009-0210	82,500.00
				Sub total:	82,500.00
29 29053518		03/19/2025	SPEECH THERAPY LINK INC		
	PO510154		Contracted Staff	010-6500-0-5830-00-5761-1110-000000-009-0350	33,960.00
				Sub total:	33,960.00
29 29053519		03/19/2025	THERAPY TRAVELERS LLC		
	PO510242		Contract Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	9,000.00
				Sub total:	9,000.00
29 29053520		03/19/2025	WELLDOM INC		
	PO510125		SpEd Contracted Staff	010-6500-0-5830-00-5761-1110-000000-009-0350	21,157.50
				Sub total:	21,157.50
29 29053521		03/20/2025	APPLE INC		
	PO510107		Open PO for parts	010-9590-0-4310-00-1110-1000-000000-009-0570	6.95
	PO510107		Open PO for parts	010-9590-0-4310-00-1110-1000-000000-009-0570	154.68
				Sub total:	161.63
29 29053522		03/20/2025	BAY ALARM COMPANY		
	PO510184		Burglar Alarms	010-8150-0-5521-00-0000-8200-000000-003-0550	1,090.78
	PO510184		Burglar Alarms	010-8150-0-5521-00-0000-8200-000000-011-0550	2,564.33
				Sub total:	3,655.11
29 29053523		03/20/2025	BECK'S SHOES INC.		
	PO510140		STAFF SHOES EA YEAR	130-5310-0-4310-00-0000-3700-000000-009-0540	195.74
				Sub total:	195.74
29 29053524		03/20/2025	BRADY INDUSTRIES		
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	1,087.63

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	842.34
				Sub total:	1,929.97
29 29053525		03/20/2025	CALIFORNIA WATER SERVICE		
	PO510155		Utilities Water at Imai 24-25	010-0000-0-5555-00-0000-8200-000000-004-0503	523.24
	PO510155		Utilities Water at Imai 24-25	010-0000-0-5555-00-0000-8200-000000-004-0503	884.92
				Sub total:	1,408.16
29 29053526		03/20/2025	CENTRAL COMPUTERS INC		
	PO510079		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	392.69
				Sub total:	392.69
29 29053527		03/20/2025	CERTIFIX LIVE SCAN		
	PO510170		CERTIFIX 24-25	010-0000-0-5838-00-0000-7400-000000-009-0400	90.00
				Sub total:	90.00
29 29053528		03/20/2025	CITY OF MOUNTAIN VIEW FAAP		
	PO510090		Alarm Calls	010-8150-0-5521-00-0000-8200-000000-002-0550	80.00
	PO510090		Alarm Calls	010-8150-0-5521-00-0000-8200-000000-008-0550	80.00
				Sub total:	160.00
29 29053529		03/20/2025	DANNIS WOLIVER KELLEY		
	PO540098		Brown Act Training	010-0000-0-5200-00-0000-7100-000000-009-0600	400.00
				Sub total:	400.00
29 29053530		03/20/2025	DEMCO		
	PO520431		Library book supplies	010-1100-0-4310-00-0000-2420-000000-015-0103	86.21
				Sub total:	86.21
29 29053531		03/20/2025	DEPT OF JUSTICE		
	PO510185		DEPT OF JUSTICE - FP 24-25	010-0000-0-5838-00-0000-7400-000000-009-0400	439.00
				Sub total:	439.00
29 29053532		03/20/2025	DOMINGUEZ, JOSE A		
	PO540100		SLS IM - Parent U	010-9552-0-5830-00-0000-2495-000000-004-0302	590.63
				Sub total:	590.63
29 29053533		03/20/2025	EAST BAY RESTAURANT SUPPLY INC		
	PO510110		EQUIPMENT ALL SITES	130-5310-0-4310-00-0000-3700-000000-009-0540	764.37
				Sub total:	764.37
29 29053534		03/20/2025	ECOLAB PEST ELIMINATION		
	PO510255		PEST CONTROL ALL SITES	130-5310-0-5830-00-0000-3700-000000-009-0540	751.54
				Sub total:	751.54
29 29053535		03/20/2025	ENGIE SERVICES U.S.		
	PO540106		M&V Fees Phase 1 Year 4	010-0000-0-5830-00-0000-8200-000000-002-0503	1,356.00
	PO540106		M&V Fees Phase 1 Year 4	010-0000-0-5830-00-0000-8200-000000-003-0503	1,356.00
	PO540106		M&V Fees Phase 1 Year 4	010-0000-0-5830-00-0000-8200-000000-004-0503	1,356.00
	PO540106		M&V Fees Phase 1 Year 4	010-0000-0-5830-00-0000-8200-000000-005-0503	1,356.00
	PO540106		M&V Fees Phase 1 Year 4	010-0000-0-5830-00-0000-8200-000000-007-0503	1,356.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO540106		M&V Fees Phase 1 Year 4	010-0000-0-5830-00-0000-8200-000000-009-0503	1,357.21
	PO540106		M&V Fees Phase 1 Year 4	010-0000-0-5830-00-0000-8200-000000-014-0503	1,356.00
	PO540106		M&V Fees Phase 1 Year 4	010-0000-0-5830-00-0000-8200-000000-015-0503	1,356.00
	PO540106		M&V Fees Phase 1 Year 4	010-0000-0-5830-00-0000-8200-000000-016-0503	1,356.00
				Sub total:	12,205.21
29 29053536		03/20/2025	ENVIRONMENTAL SYSTEMS INC		
	PO510093		HVAC Service	010-8150-0-5608-00-0000-8110-000000-009-0550	900.00
	PO510093		HVAC Service	010-8150-0-5608-00-0000-8110-000000-009-0550	2,896.14
	PO510093		HVAC Service	010-8150-0-5608-00-0000-8110-000000-009-0550	2,108.61
				Sub total:	5,904.75
29 29053537		03/21/2025	ARTIK ART & ARCHITECTURE		
	PO330038		AE SVCS FOR PARK RR WITH ADD#1	212-9702-0-6215-00-0000-8500-000000-003-0738	2,963.00
	PO330038		AE SVCS FOR PARK RR WITH ADD#1	212-9702-0-6215-00-0000-8500-000000-004-0738	5,925.00
	PO330038		AE SVCS FOR PARK RR WITH ADD#1	212-9702-0-6215-00-0000-8500-000000-005-0738	5,925.00
	PO330038		AE SVCS FOR PARK RR WITH ADD#1	212-9702-0-6215-00-0000-8500-000000-016-0738	2,963.00
				Sub total:	17,776.00
29 29053538		03/21/2025	CARDUCCI & ASSOCIATES INC		
	PO430035		AE FOR MONTA LOMA FENCING	212-9702-0-6115-00-0000-8500-000000-006-0731	4,480.00
				Sub total:	4,480.00
29 29053539		03/21/2025	DREILING TERRONES ARCHITECTURE		
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-002-0735	208.12
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-004-0735	208.12
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-005-0735	208.12
	PO330059		AE SVCS FOR HVAC PHASE 5	212-9702-0-6215-00-0000-8500-000000-006-0733	129.37
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-006-0735	208.12
	PO330059		AE SVCS FOR HVAC PHASE 5	212-9702-0-6215-00-0000-8500-000000-008-0733	129.37
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-008-0735	208.12
	PO330059		AE SVCS FOR HVAC PHASE 5	212-9702-0-6215-00-0000-8500-000000-011-0733	129.39
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-011-0735	208.12
	PO330059		AE SVCS FOR HVAC PHASE 5	212-9702-0-6215-00-0000-8500-000000-014-0733	129.37
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-014-0735	208.12
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-016-0735	208.16
	PO530031		AE SVCS ROOFING PROJECT	212-9703-0-6215-00-0000-8500-000000-002-0716	12,586.88
	PO530031		AE SVCS ROOFING PROJECT	212-9703-0-6215-00-0000-8500-000000-004-0716	10,637.39
	PO530031		AE SVCS ROOFING PROJECT	212-9703-0-6215-00-0000-8500-000000-005-0716	10,637.39
	PO530031		AE SVCS ROOFING PROJECT	212-9703-0-6215-00-0000-8500-000000-008-0716	5,399.46
	PO530020		AE - RESTROOM MOD THEUERKAUF	212-9703-0-6215-00-0000-8500-000000-008-0718	460.00
	PO530031		AE SVCS ROOFING PROJECT	212-9703-0-6215-00-0000-8500-000000-011-0716	17,782.40
	PO530031		AE SVCS ROOFING PROJECT	212-9703-0-6215-00-0000-8500-000000-014-0716	7,434.65
	PO530031		AE SVCS ROOFING PROJECT	212-9703-0-6215-00-0000-8500-000000-016-0716	11,419.33
				Sub total:	78,540.00
29 29053540		03/24/2025	BAY ALARM COMPANY		
	PO510184		Burglar Alarms	010-8150-0-5521-00-0000-8200-000000-006-0550	1,407.45
				Sub total:	1,407.45
29 29053541		03/24/2025	CITY OF SAN JOSE		
	PO520453		Preschool Field Trip TH24	120-9010-0-4369-00-0001-1000-000000-009-0270	385.00
				Sub total:	385.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053542	03/24/2025	DURHAM SCHOOL SERVICES LP		
	PO510063		Open PO Sports Transportation	010-9512-0-5830-00-1110-4200-000000-011-0237	821.49
	PO510063		Open PO Sports Transportation	010-9512-0-5830-00-1110-4200-000000-011-0237	821.49
	PO510063		Open PO Sports Transportation	010-9512-0-5830-00-1110-4200-000000-011-0237	881.87
	PO510059		Charter Bus Services	010-9512-0-5830-00-1110-4200-000000-014-0237	757.44
	PO510059		Charter Bus Services	010-9512-0-5830-00-1110-4200-000000-014-0237	732.50
				Sub total:	4,014.79
29	29053543	03/24/2025	FEDEX		
	PO510081		Open PO for shipping	010-9590-0-5850-00-0000-7200-000000-009-0570	350.87
				Sub total:	350.87
29	29053544	03/24/2025	FIRST STUDENT INC		
	PO510292		Alternative Transportation Svc	010-6500-0-5808-00-5761-3600-000000-009-0562	40,720.75
	PO510292		Alternative Transportation Svc	010-6500-0-5808-00-5761-3600-000000-009-0562	59,031.70
	PO510292		Alternative Transportation Svc	010-6500-0-5808-00-5761-3600-000000-009-0562	73,838.95
				Sub total:	173,591.40
29	29053545	03/24/2025	GREENESPORT ASSOCIATION		
	PO510224		Afterschool Sports Officials	010-9512-0-5830-00-1110-4200-000000-014-0237	1,540.00
	PO510224		Afterschool Sports Officials	010-9512-0-5830-00-1110-4200-000000-014-0237	1,425.00
				Sub total:	2,965.00
29	29053546	03/24/2025	IMPERIAL DADE WEST COAST		
	PO510133		PAPER ITEMS	130-5310-0-4390-00-0000-3700-000000-009-0540	1,803.95
				Sub total:	1,803.95
29	29053547	03/24/2025	KEMPER, TERRI		
	PO540099		UPK/ UTK Leadership Symposium	120-6127-0-5200-00-0001-1000-000000-009-0275	757.85
				Sub total:	757.85
29	29053548	03/24/2025	LAKESHORE LEARNING		
	PO510145		PK Classroom Materials	120-6105-0-4310-00-0001-1000-000000-009-0275	1,098.85
				Sub total:	1,098.85
29	29053549	03/24/2025	MOBILE MODULAR MGMT CORP		
	PO520186		PORTABLE RENTAL AT LANDELS	010-0000-0-5652-00-0000-8700-000000-009-0510	2,035.50
				Sub total:	2,035.50
29	29053550	03/24/2025	OFFICE DEPOT		
	PO510054		2024-2025 ST OFFICE DEPOT	010-1100-0-4310-00-1110-1000-000000-015-0100	54.88
	PO510144		Classroom/Office Supplies	120-6105-0-4310-00-0001-1000-000000-009-0275	509.90
				Sub total:	564.78
29	29053551	03/24/2025	SUN LIFE FINANCIAL		
	PV500268		LIFE INSURANCE	010-0000-0-9943-00-0000-0000-000000-000-0000	814.10
				Sub total:	814.10
29	29053552	03/24/2025	THE HOME DEPOT PRO		
	PO510087		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	564.69

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510087		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	5.43
	PO510087		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	265.99
	PO510087		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	550.21
	PO510087		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	703.69
				Sub total:	2,090.01
29 29053553		03/24/2025	U.S. BANK CORPORATE PAYMENT		
	PV500264		FOOD SUPPLY MEETINGS	010-0000-0-4311-00-0000-7100-000000-009-0600	28.79
	PV500264		FOOD SUPPLY MEETINGS	010-0000-0-4311-00-0000-7100-000000-009-0600	28.79
	PV500264		FOOD SUPPLY MEETINGS	010-0000-0-4311-00-0000-7100-000000-009-0600	341.56
	PV500265		FOOD SUPPLY MEETINGS	010-0000-0-4311-00-0000-7100-000000-009-0600	145.08
	PV500266		TRAVEL & CONFERENCES	010-0000-0-5200-00-0000-7100-000000-009-0600	925.00
	PV500266		TRAVEL & CONFERENCES	010-0000-0-5200-00-0000-7100-000000-009-0600	1,108.80
	PV500267		TRAVEL & CONFERENCES	010-0000-0-5200-00-0000-7300-000000-009-0500	389.00
	PV500265		RECRUITMENT	010-0000-0-5235-00-0000-7400-000000-009-0400	452.00
	PV500264		MISCELLANEOUS SERVICES	010-0000-0-5816-00-0000-7300-000000-009-0500	290.00
	PV500265		CLASSROOM/OFFICE SUPPLIES	010-0001-0-4310-00-1110-1000-000000-003-0214	92.60
	PV500265		FOOD SUPPLY MEETINGS	010-1100-0-4311-00-0000-2700-000000-003-0100	381.69
	PV500264		FOOD SUPPLY MEETINGS	010-2600-0-4311-00-1110-1000-000000-014-0234	27.75
	PV500264		FOOD SUPPLY MEETINGS	010-2600-0-4311-00-1110-1000-000000-014-0234	19.47
	PV500265		FOOD SUPPLY MEETINGS	010-2600-0-4311-00-1110-1000-000000-014-0234	43.43
	PV500265		FOOD SUPPLY MEETINGS	010-2600-0-4311-00-1110-1000-000000-014-0234	65.15
	PV500265		FOOD SUPPLY MEETINGS	010-2600-0-4311-00-1110-1000-000000-014-0234	743.19
	PV500264		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-005-0234	27.76
	PV500264		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-005-0234	38.94
	PV500264		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-005-0234	809.35
	PV500264		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-006-0234	27.76
	PV500264		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-006-0234	38.94
	PV500264		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-006-0234	845.33
	PV500264		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-008-0234	27.76
	PV500264		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-008-0234	38.94
	PV500265		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-008-0234	779.17
	PV500264		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-011-0234	27.76
	PV500264		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-011-0234	38.94
	PV500264		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-011-0234	809.35
	PV500264		POSTAGE	010-6010-0-5910-00-1110-1000-000000-009-0234	9.96
	PV500265		CLASSROOM/OFFICE SUPPLIES	010-9552-0-4310-00-0000-2495-000000-014-0302	156.66
	PV500265		FOOD SUPPLY MEETINGS	010-9552-0-4311-00-0000-2495-000000-011-0302	187.90
	PV500265		LICENSING AGREEMENTS	010-9590-0-5846-00-0000-2420-000000-009-0570	57.13
	PV500265		LICENSING AGREEMENTS	010-9590-0-5846-00-0000-2420-000000-009-0570	80.61
	PV500265		LICENSING AGREEMENTS	010-9590-0-5846-00-0000-2420-000000-009-0580	39.00
				Sub total:	9,123.56
29 29053554		03/24/2025	SILICON VALLEY PERFORMANCE		
	PO510211		Vehicle Repair	010-0000-0-5608-00-0000-3600-000000-009-0560	1,432.92
	PO510211		Vehicle Repair	010-0000-0-5608-00-0000-3600-000000-009-0560	187.93
	PO510211		Vehicle Repair	010-0000-0-5608-00-0000-3600-000000-009-0560	5,990.37
	PO510211		Vehicle Repair	010-0000-0-5608-00-0000-3600-000000-009-0560	4,469.44
	PO510211		Vehicle Repair	010-0000-0-5608-00-0000-3600-000000-009-0560	681.28
	PO510211		Vehicle Repair	010-0000-0-5608-00-0000-3600-000000-009-0560	2,147.43
	PO510211		Vehicle Repair	010-0000-0-5608-00-0000-3600-000000-009-0560	991.34

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510211		Vehicle Repair	010-0000-0-5608-00-0000-3600-000000-009-0560	4,644.55
	PO510211		Vehicle Repair	010-0000-0-5608-00-0000-3600-000000-009-0560	1,417.37
	PO510211		Vehicle Repair	010-6500-0-5608-00-5001-3600-000000-009-0562	1,634.73
	PO510211		Vehicle Repair	010-6500-0-5608-00-5001-3600-000000-009-0562	888.18
	PO510211		Vehicle Repair	010-6500-0-5608-00-5001-3600-000000-009-0562	543.77
	PO510211		Vehicle Repair	010-6500-0-5608-00-5001-3600-000000-009-0562	681.28
	PO510211		Vehicle Repair	010-6500-0-5608-00-5001-3600-000000-009-0562	1,703.92
	PO510211		Vehicle Repair	010-6500-0-5608-00-5001-3600-000000-009-0562	828.48
	PO510211		Vehicle Repair	010-6500-0-5608-00-5001-3600-000000-009-0562	841.86
	PO510211		Vehicle Repair	010-6500-0-5608-00-5001-3600-000000-009-0562	728.50
	PO510211		Vehicle Repair	010-6500-0-5608-00-5001-3600-000000-009-0562	681.28
	PO510211		Vehicle Repair	010-6500-0-5608-00-5001-3600-000000-009-0562	2,097.48
	PO510211		Vehicle Repair	010-6500-0-5608-00-5001-3600-000000-009-0562	4,134.15
	PO510211		Vehicle Repair	010-6500-0-5608-00-5001-3600-000000-009-0562	1,955.60
	PO510211		Vehicle Repair	010-6500-0-5608-00-5001-3600-000000-009-0562	2,168.76
	PO510211		Vehicle Repair	010-8150-0-5608-00-0000-8200-000000-009-0550	992.40
	PO510211		Vehicle Repair	010-8150-0-5608-00-0000-8200-000000-009-0550	88.33
	PO510211		Vehicle Repair	010-8150-0-5608-00-0000-8200-000000-009-0550	799.68
				Sub total:	42,731.03
29	29053555	03/25/2025	FIRST STUDENT INC		
	PO520437		First Student Inc.	010-0000-0-5805-00-1110-1000-000000-016-0102	1,268.80
				Sub total:	1,268.80
29	29053556	03/25/2025	OKUNNUGA, JASEN		
	PO540102		Jasen Okunnuga	010-9130-0-4311-00-1110-1000-000000-016-0130	54.31
				Sub total:	54.31
29	29053557	03/25/2025	OLACIREGUI, CLAUDIA		
	PO540103		CLAUDIA OLACIREGUI	010-9130-0-4310-00-1110-1000-000000-016-0130	41.35
				Sub total:	41.35
29	29053558	03/25/2025	PACIFIC GAS AND ELECTRIC CO		
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-002-0503	632.65
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-004-0503	892.71
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-005-0503	893.34
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-006-0503	109.16
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-011-0503	2,816.34
				Sub total:	5,344.20
29	29053559	03/25/2025	PEGASUS PRODUCTS GROUP LLC		
	PO540105		Volleyball Boys/Girls Uniforms	010-9512-0-4310-00-1110-1000-000000-011-0237	5,429.24
				Sub total:	5,429.24
29	29053560	03/25/2025	PLANET ORANGE		
	PO510075		Monthly Pest Service	010-8150-0-5830-00-0000-8110-000000-009-0550	225.00
	PO510075		Monthly Pest Service	010-8150-0-5830-00-0000-8110-000000-009-0550	86.00
				Sub total:	311.00
29	29053561	03/25/2025	POHLMAN, MEGAN		
	PO540101		MPohlman Reimbursement	010-9120-0-4311-00-0000-2700-000000-015-0120	37.81

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO540101		MPohlman Reimbursement	010-9120-0-4311-00-1110-1000-000000-015-0120	72.97
				Sub total:	110.78
29	29053562	03/25/2025	RO HEALTH INC		
	PO510207		MVWSD+ aide personnel	010-2600-0-5830-00-1110-1000-000000-009-0219	4,215.37
	PO510207		MVWSD+ aide personnel	010-2600-0-5830-00-1110-1000-000000-009-0219	7,979.32
	PO510207		MVWSD+ aide personnel	010-2600-0-5830-00-1110-1000-000000-009-0219	6,084.92
				Sub total:	18,279.61
29	29053563	03/25/2025	SAN FRANCISCO ELEVATOR SERVICE		
	PO510100		Elevator Maintenance	010-8150-0-5670-00-0000-8200-000000-009-0550	1,408.18
				Sub total:	1,408.18
29	29053564	03/25/2025	SANTA CLARA COUNTY OFFICE		
	PO520454		Environtmental Summit	010-0000-0-5260-00-0000-8200-000000-009-0550	187.50
				Sub total:	187.50
29	29053565	03/25/2025	SOUND AND SIGNAL INC		
	PO510091		Monitoring	010-8150-0-5521-00-0000-8200-000000-009-0550	316.10
	PO510091		Monitoring	010-8150-0-5521-00-0000-8200-000000-009-0550	514.10
				Sub total:	830.20
29	29053566	03/25/2025	SOUTHWEST SCHOOL SUPPLY		
	PO510002		BL PO for 2024-2025 SY	010-1100-0-4310-00-1110-1000-000000-007-0100	294.36
	PO510002		BL PO for 2024-2025 SY	010-1100-0-4310-00-1110-1000-000000-007-0100	239.37
				Sub total:	533.73
29	29053567	03/25/2025	SPINKS, DALEWYN		
	PO540104		Reimbursement	010-8150-0-4380-00-0000-8110-000000-009-0550	16.80
				Sub total:	16.80
29	29053568	03/25/2025	THOMAS PLUMBING INC		
	PO510094		Plumbing Services	010-8150-0-5608-00-0000-8200-000000-009-0550	180.00
				Sub total:	180.00
29	29053569	03/25/2025	VALLEY OIL COMPANY		
	PO510210		Fuel for Vehicles	010-0000-0-4360-00-0000-3600-000000-009-0560	2,678.50
				Sub total:	2,678.50
29	29053570	03/25/2025	XEROX FINANCIAL SERVICES		
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	3.30
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	29.22
				Sub total:	32.52
29	29053571	03/25/2025	YMCA Of Silicon Valley		
	PO510120		After school Program	010-2600-0-5830-00-1110-1000-000000-009-0219	400,248.00
	PO510120		After school Program	010-2600-0-5830-00-1110-1000-000000-009-0219	1,490.40
	PO510120		After school Program	010-2600-0-5830-00-1110-1000-000000-009-0219	2,430.00
				Sub total:	404,168.40
29	29053572	03/25/2025	RODAN BUILDERS INC		
	PO530023		SITEWORK PARK RESTROOM PROJECT	212-9703-0-6245-00-0000-8500-000000-003-0738	35,703.85

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO530023		SITEWORK PARK RESTROOM PROJECT	212-9703-0-6245-00-0000-8500-000000-004-0738	122,048.88
	PO530023		SITEWORK PARK RESTROOM PROJECT	212-9703-0-6245-00-0000-8500-000000-005-0738	92,911.90
	PO530023		SITEWORK PARK RESTROOM PROJECT	212-9703-0-6245-00-0000-8500-000000-016-0738	35,703.85
				Sub total:	286,368.48
29 29053573		03/25/2025	S & H CONSTRUCTION INC		
	PO330045		ELECTRICAL UPGRADE THEUERKAUF	212-9703-0-6234-00-0000-8500-000000-008-0742	140,362.50
				Sub total:	140,362.50
29 29053574		03/25/2025	AF PRODUCE		
	PO510240		FARM TO TABLE PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	502.00
	PO510240		FARM TO TABLE PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	1,216.00
	PO510240		FARM TO TABLE PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	1,286.00
	PO510240		FARM TO TABLE PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	1,046.80
	PO510240		FARM TO TABLE PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	1,001.50
	PO510240		FARM TO TABLE PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	299.00
	PO510240		FARM TO TABLE PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	1,098.40
	PO510240		FARM TO TABLE PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	700.75
				Sub total:	7,150.45
29 29053575		03/25/2025	BONAMI BAKING COMPANY INC		
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	1,329.32
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	2,300.00
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	5,352.40
				Sub total:	8,981.72
29 29053576		03/25/2025	CRYSTAL CREAMERY INC		
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	447.28
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	1,566.18
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	633.83
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	1,566.38
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	540.76
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	1,230.27
				Sub total:	5,984.70
29 29053577		03/25/2025	DANIELSEN COMPANY		
	PO510131		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,839.16
	PO510131		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	4,635.60
				Sub total:	6,474.76
29 29053578		03/25/2025	GOLD STAR FOODS		
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,034.57
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	2,454.40
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,324.95
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	711.50
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	879.90
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	488.70
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	3,828.30
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	810.06
				Sub total:	11,532.38
29 29053579		03/25/2025	IMPERIAL DADE WEST COAST		
	PO510133		PAPER ITEMS	130-5310-0-4390-00-0000-3700-000000-009-0540	3,395.81
				Sub total:	3,395.81

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053580	03/25/2025	JACK SCHREDER & ASSOCIATES INC		
	PO510198		Consulting Fees	010-0000-0-5825-00-0000-7300-000000-009-0500	462.50
				Sub total:	462.50
29	29053581	03/25/2025	PACIFIC AUTISM CENTER FOR		
	PO510169		NPS Student Placement	010-6500-0-5830-00-5760-1180-000000-009-0381	12,532.75
				Sub total:	12,532.75
29	29053582	03/25/2025	PACIFIC PRODUCE		
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	642.00
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	647.30
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	510.15
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	568.90
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	857.00
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	722.40
				Sub total:	3,947.75
29	29053583	03/25/2025	RO HEALTH INC		
	PO510159		SPED Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	43,540.04
				Sub total:	43,540.04
29	29053584	03/25/2025	SYSCO- SAN FRANCISCO		
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	2,088.42
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	4,861.96
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	3,572.64
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	261.70
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	8,339.24
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	3,536.87
				Sub total:	22,660.83
29	29053585	03/26/2025	DANNIS WOLIVER KELLEY		
	PO510294		Attorney services	010-0000-0-5845-00-0000-7100-000000-009-0600	1,097.00
	PO510191		Attorney representation	010-0000-0-5845-00-0000-7100-000000-009-0610	858.00
				Sub total:	1,955.00
29	29053586	03/26/2025	HOUCHIN, WAYNE		
	PO520462		Wayne Houchin Magic Show	010-9130-0-5830-00-1110-1000-000000-016-0130	1,695.00
				Sub total:	1,695.00
29	29053587	03/26/2025	OCHOA, RICKY		
	PO540110		mileage reimbursement	010-1100-0-5210-00-1110-1000-000000-015-0100	100.03
				Sub total:	100.03
29	29053588	03/26/2025	OLACIREGUI, CLAUDIA		
	PO540108		SLS MI - Cafecito	010-9552-0-4311-00-0000-2495-000000-016-0302	80.50
	PO540112		SLS MI - ELAC Event	010-9552-0-4311-00-0000-2495-000000-016-0302	317.36
				Sub total:	397.86
29	29053589	03/26/2025	POHLMAN, MEGAN		
	PO540109		MPohlman Reimbursement	010-9120-0-4311-00-1110-1000-000000-015-0120	125.18
				Sub total:	125.18

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053590	03/26/2025	SOUND AND SIGNAL INC		
	PO510091		Monitoring	010-8150-0-5521-00-0000-8200-000000-009-0550	217.10
	PO510091		Monitoring	010-8150-0-5521-00-0000-8200-000000-009-0550	537.92
				Sub total:	755.02
29	29053591	03/26/2025	THOMPSON, JULIE		
	PO540111		SLS CR - Math Festival Food	010-9552-0-4311-00-0000-2495-000000-011-0302	257.89
				Sub total:	257.89
29	29053592	03/26/2025	XEROX CORPORATION		
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-4310-00-0000-7550-000000-009-0504	30.02
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-4310-00-0000-7550-000000-009-0504	49.55
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-4310-00-0000-7550-000000-009-0504	161.48
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-4310-00-0000-7550-000000-009-0504	320.96
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-4310-00-0000-7550-000000-009-0504	51.17
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	142.93
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	387.69
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	24.92
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	347.45
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	395.61
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	24.92
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	347.45
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	387.69
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	139.70
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	387.69
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	139.70
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	387.69
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	24.92
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	142.93
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	139.70
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	24.92
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	139.70
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	24.92
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	340.26
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	139.70
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	24.92
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	142.93
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	139.70
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	142.93
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	347.45
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	142.93
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	24.92
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	135.49
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	340.26
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	139.70
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	387.69
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	340.27
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	340.26
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-0000-2700-000000-003-0100	199.73
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-0000-2700-000000-003-0100	104.92

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-002-0100	79.78
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-002-0100	223.88
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-004-0100	218.38
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-004-0100	312.63
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-005-0100	46.72
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-005-0100	318.36
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-006-0100	185.60
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-006-0100	17.52
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-006-0100	125.32
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-007-0100	193.37
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-007-0100	76.01
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-008-0100	226.58
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-008-0100	137.67
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-011-0100	209.90
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-011-0100	201.28
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-011-0100	237.59
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-011-0100	301.35
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-014-0100	497.74
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-014-0100	370.19
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-014-0100	178.10
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-015-0100	247.63
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-015-0100	86.59
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-016-0100	197.94
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-016-0100	103.39
	PO510118		XEROX CLICK CHARGES 24-25	010-8150-0-4310-00-0000-8200-000000-009-0550	2.87
	PO510118		XEROX CLICK CHARGES 24-25	120-6105-0-4310-00-0001-1000-000000-009-0275	119.53
				Sub total:	12,573.69
29 29053593		03/27/2025	AMERICAN FIDELITY ASSURANCE CO		
	PV500275		OTHER INSURANCE	010-0000-0-9944-00-0000-0000-000000-000-0000	722.51
				Sub total:	722.51
29 29053594		03/27/2025	CALIFORNIA TEACHERS		
	PV500274		DUES	010-0000-0-9945-00-0000-0000-000000-000-0000	31,159.88
				Sub total:	31,159.88
29 29053595		03/27/2025	COLONIAL LIFE		
	PV500269		LIFE INSURANCE	010-0000-0-9943-00-0000-0000-000000-000-0000	299.55
	PV500270		LIFE INSURANCE	010-0000-0-9943-00-0000-0000-000000-000-0000	4,841.36
	PV500271		LIFE INSURANCE	010-0000-0-9943-00-0000-0000-000000-000-0000	2,187.35
	PV500269		OTHER INSURANCE	010-0000-0-9944-00-0000-0000-000000-000-0000	522.23
	PV500270		OTHER INSURANCE	010-0000-0-9944-00-0000-0000-000000-000-0000	15,735.09
	PV500271		OTHER INSURANCE	010-0000-0-9944-00-0000-0000-000000-000-0000	5,488.66
				Sub total:	29,074.24
29 29053596		03/27/2025	STANDARD INSURANCE CO		
	PV500272		LIFE INSURANCE	010-0000-0-9943-00-0000-0000-000000-000-0000	821.25
	PV500273		LIFE INSURANCE	010-0000-0-9943-00-0000-0000-000000-000-0000	2,957.34
	PV500272		OTHER INSURANCE	010-0000-0-9944-00-0000-0000-000000-000-0000	4,249.80
				Sub total:	8,028.39
29 29053597		03/28/2025	CITY OF MOUNTAIN VIEW		
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-002-0503	4,089.43

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510238	Utilities 2024-25		010-0000-0-5555-00-0000-8200-000000-005-0503	140.95
	PO510238	Utilities 2024-25		010-0000-0-5555-00-0000-8200-000000-005-0503	3,542.67
	PO510238	Utilities 2024-25		010-0000-0-5555-00-0000-8200-000000-006-0503	343.49
	PO510238	Utilities 2024-25		010-0000-0-5555-00-0000-8200-000000-006-0503	2,652.01
	PO510238	Utilities 2024-25		010-0000-0-5555-00-0000-8200-000000-007-0503	3,105.98
	PO510238	Utilities 2024-25		010-0000-0-5555-00-0000-8200-000000-008-0503	4,820.98
	PO510238	Utilities 2024-25		010-0000-0-5555-00-0000-8200-000000-008-0503	251.94
	PO510238	Utilities 2024-25		010-0000-0-5555-00-0000-8200-000000-008-0503	95.25
	PO510238	Utilities 2024-25		010-0000-0-5555-00-0000-8200-000000-009-0503	2,657.79
	PO510238	Utilities 2024-25		010-0000-0-5555-00-0000-8200-000000-009-0503	2,782.47
	PO510238	Utilities 2024-25		010-0000-0-5555-00-0000-8200-000000-014-0503	12,004.18
	PO510238	Utilities 2024-25		010-0000-0-5555-00-0000-8200-000000-015-0503	1,272.22
				Sub total:	37,759.36
29 29053598		03/28/2025	PACIFIC GAS AND ELECTRIC CO		
	PO510226	Utilities 2024-25 FY		010-0000-0-5501-00-0000-8200-000000-003-0503	1,699.96
	PO510226	Utilities 2024-25 FY		010-0000-0-5501-00-0000-8200-000000-007-0503	1,423.18
	PO510226	Utilities 2024-25 FY		010-0000-0-5501-00-0000-8200-000000-011-0503	1,060.50
	PO510226	Utilities 2024-25 FY		010-0000-0-5501-00-0000-8200-000000-014-0503	4,853.73
	PO510226	Utilities 2024-25 FY		010-0000-0-5502-00-0000-8200-000000-002-0503	7,072.70
	PO510226	Utilities 2024-25 FY		010-0000-0-5502-00-0000-8200-000000-003-0503	15,258.66
	PO510226	Utilities 2024-25 FY		010-0000-0-5502-00-0000-8200-000000-003-0503	7,847.48
	PO510226	Utilities 2024-25 FY		010-0000-0-5502-00-0000-8200-000000-004-0503	7,879.95
	PO510226	Utilities 2024-25 FY		010-0000-0-5502-00-0000-8200-000000-005-0503	2,654.83
	PO510226	Utilities 2024-25 FY		010-0000-0-5502-00-0000-8200-000000-006-0503	5,232.41
	PO510226	Utilities 2024-25 FY		010-0000-0-5502-00-0000-8200-000000-006-0503	5,214.80
	PO510226	Utilities 2024-25 FY		010-0000-0-5502-00-0000-8200-000000-007-0503	2,260.23
	PO510226	Utilities 2024-25 FY		010-0000-0-5502-00-0000-8200-000000-008-0503	8,475.17
	PO510226	Utilities 2024-25 FY		010-0000-0-5502-00-0000-8200-000000-009-0503	539.64
	PO510226	Utilities 2024-25 FY		010-0000-0-5502-00-0000-8200-000000-011-0503	6,207.51
	PO510226	Utilities 2024-25 FY		010-0000-0-5502-00-0000-8200-000000-011-0503	12,609.92
	PO510226	Utilities 2024-25 FY		010-0000-0-5502-00-0000-8200-000000-014-0503	10,626.00
	PO510226	Utilities 2024-25 FY		010-0000-0-5502-00-0000-8200-000000-014-0503	2,513.78
	PO510226	Utilities 2024-25 FY		010-0000-0-5502-00-0000-8200-000000-015-0503	18,406.79
				Sub total:	121,837.24
29 29053599		03/28/2025	DANNIS WOLIVER KELLEY		
	PO510256	LEGAL FEES 2024-25		010-0000-0-5845-00-0000-7400-000000-009-0400	1,127.00
	PO510256	LEGAL FEES 2024-25		010-0000-0-5845-00-0000-7400-000000-009-0400	5,910.00
	PO510256	LEGAL FEES 2024-25		010-0000-0-5845-00-0000-7400-000000-009-0400	272.00
	PO510256	LEGAL FEES 2024-25		010-0000-0-5845-00-0000-7400-000000-009-0400	17,119.59
	PO510256	LEGAL FEES 2024-25		010-0000-0-5845-00-0000-7400-000000-009-0400	13,897.00
	PO510256	LEGAL FEES 2024-25		010-0000-0-5845-00-0000-7400-000000-009-0400	1,092.00
	PO510256	LEGAL FEES 2024-25		010-0000-0-5845-00-0000-7400-000000-009-0400	300.00
	PO510256	LEGAL FEES 2024-25		010-0000-0-5845-00-0000-7400-000000-009-0400	2,348.50
	PO510256	LEGAL FEES 2024-25		010-0000-0-5845-00-0000-7400-000000-009-0400	2,294.11
	PO510256	LEGAL FEES 2024-25		010-0000-0-5845-00-0000-7400-000000-009-0400	414.00
	PO510256	LEGAL FEES 2024-25		010-0000-0-5845-00-0000-7400-000000-009-0400	5,616.00
	PO510256	LEGAL FEES 2024-25		010-0000-0-5845-00-0000-7400-000000-009-0400	1,045.00
	PO510256	LEGAL FEES 2024-25		010-0000-0-5845-00-0000-7400-000000-009-0400	2,802.78
	PO510256	LEGAL FEES 2024-25		010-0000-0-5845-00-0000-7400-000000-009-0400	14,398.98

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510256		LEGAL FEES 2024-25	010-0000-0-5845-00-0000-7400-000000-009-0400	6,363.00
				Sub total:	74,999.96
29 29053600		03/28/2025	E.F. BRETT AND COMPANY INC		
	PO530035		HVAC PHASE 4 & 5 CONSTRUCTION	212-9703-0-6264-00-0000-8500-000000-006-0733	35,276.11
	PO530035		HVAC PHASE 4 & 5 CONSTRUCTION	212-9703-0-6264-00-0000-8500-000000-008-0733	35,276.11
	PO530035		HVAC PHASE 4 & 5 CONSTRUCTION	212-9703-0-6264-00-0000-8500-000000-011-0733	35,276.12
	PO530035		HVAC PHASE 4 & 5 CONSTRUCTION	212-9703-0-6264-00-0000-8500-000000-014-0733	35,276.11
				Sub total:	141,104.45
29 29053601		03/28/2025	ORBACH HUFF & HENDERSON LLP		
	PO530000		Legal Rep - CAPITAL PROJECTS	212-9702-0-5845-00-0000-8500-000000-009-0700	26,335.48
	PO530000		Legal Rep - CAPITAL PROJECTS	212-9702-0-5845-00-0000-8500-000000-009-0700	1,653.40
				Sub total:	27,988.88
29 98074534		03/03/2025	REHABMART LLC		
	PO520408		Adjustable school desk	010-9301-0-4402-00-5761-1110-000000-009-0355	740.13
				Sub total:	740.13
29 98074535		03/03/2025	WESTERN PSYCHOLOGICAL SERVICES		
	PO510165		Protocols	010-6500-0-4310-00-5761-1110-000000-009-0350	1,322.29
				Sub total:	1,322.29
29 98074561		03/04/2025	MYFLEETCENTER.COM		
	PO510073		Oil Change Service	010-8150-0-5611-00-0000-8200-000000-009-0550	20.00
				Sub total:	20.00
29 98074598		03/05/2025	CUSTOMINK LLC		
	PO520428		Preschool T-Shirts	120-6127-0-4310-00-0001-1000-000000-009-0275	1,573.06
				Sub total:	1,573.06
29 98074599		03/05/2025	RAPTOR TECHNOLOGIES LLC		
	PO520425		Raptor printer rolls	010-0000-0-4310-00-1110-1000-000000-015-0101	201.88
				Sub total:	201.88
29 98074660		03/06/2025	TESTING ENGINEERS INC		
	PO530034		DSA INSPECTION PARK RESTROOM	212-9703-0-6265-00-0000-8500-000000-003-0738	356.50
	PO530034		DSA INSPECTION PARK RESTROOM	212-9703-0-6265-00-0000-8500-000000-004-0738	713.00
	PO530034		DSA INSPECTION PARK RESTROOM	212-9703-0-6265-00-0000-8500-000000-005-0738	578.00
	PO530034		DSA INSPECTION PARK RESTROOM	212-9703-0-6265-00-0000-8500-000000-016-0738	356.50
				Sub total:	2,004.00
29 98074709		03/07/2025	E3 DIAGNOSTICS		
	PO520440		AUDIOLOGY MAINTENANCE	010-0000-0-5830-00-0000-7400-000000-009-0400	1,370.50
				Sub total:	1,370.50
29 98074710		03/07/2025	KELLY SPICERS STORES		
	PO510042		Site Paper Orders	010-1100-0-4310-00-1110-1000-000000-011-0100	1,746.00
				Sub total:	1,746.00
29 98074812		03/12/2025	GRAINGER		
	PO510084		Parts & Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	262.02
				Sub total:	262.02

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29 98074881		03/14/2025	GRAINGER		
	PO510084		Parts & Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	705.64
	PO510084		Parts & Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	226.02
	PO510084		Parts & Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	201.07
				Sub total:	1,132.73
29 98074941		03/17/2025	VESTIS		
	PO510114		TOWEL & APRON SERVICE	130-5310-0-5830-00-0000-3700-000000-009-0540	283.16
	PO510114		TOWEL & APRON SERVICE	130-5310-0-5830-00-0000-3700-000000-009-0540	283.16
				Sub total:	566.32
29 98075002		03/19/2025	HANOVER RESEARCH COUNCIL LLC		
	PO520426		Research services	010-0000-0-5830-00-0000-7100-000000-009-0600	98,900.00
				Sub total:	98,900.00
29 98075003		03/19/2025	PAR INC.		
	PO510164		Protocols	010-6500-0-4310-00-5761-1110-000000-009-0350	153.22-
	PO510164		Protocols	010-6500-0-4310-00-5761-1110-000000-009-0350	1,046.62
				Sub total:	893.40
29 98075136		03/24/2025	GRAINGER		
	PO510084		Parts & Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	764.02
				Sub total:	764.02
29 98075137		03/24/2025	INSTITUTE FOR MULTI-SENSORY		
	PO520447		RTI/ELD and small group instr	010-1100-0-4310-00-1110-1000-000000-008-0100	3,763.47
				Sub total:	3,763.47
29 98075167		03/25/2025	SCHOOL SERVICES OF CALIF INC		
	PO520116		Support + materials	010-0000-0-5830-00-0000-7300-000000-009-0500	350.00
				Sub total:	350.00
29 98075168		03/25/2025	PRO-ED INC		
	PO520445		SPED Assessments	010-9301-0-4310-00-5001-2110-000000-009-0355	878.68
				Sub total:	878.68
29 98075169		03/25/2025	VESTIS		
	PO510114		TOWEL & APRON SERVICE	130-5310-0-5830-00-0000-3700-000000-009-0540	283.16
				Sub total:	283.16

Total Warrants Issued:	5,329,893.87
Total Warrants Canceled:	137.10
Total Warrants (Issued - Canceled):	5,329,756.77

District?	29
Effective Year?	Not specified
Effective QTR?	Not specified
Compute Totals Rule?	N/A
Record Type?	All record types
Cancel Option?	All canceled/uncanceled
Summary Option?	District totals only
One employee per Page?	No
Include terminated employees?	Yes
SSN masking?	None
Pay line detail?	No pay-line detail/summary
Deduction detail?	No deduction detail/summary
Account detail?	No account detail/summary
Print position summary?	No
Selected Pay Codes?	
Selected Pay Locations?	
Selected DI/SSN?	
Selected Name From?	
To?	

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

District Totals 29 MOUNTAIN VIEW WHISMAN SD

GROSS	OVER-TIME	OASDI-GROSS	MEDI-GROSS	SDI-GROSS	FIT	STRS	PERS
6287783.73	10938.88	1969346.43	6079242.66	1398231.72	628723.78	430834.82	138952.99

TAX-GROSS-FD	IMP-GROSS-FD	OASDI	MEDI	SDI	SIT	STRS-TS	PERS-TS
5282138.32	0.00	122099.51	88149.18	16778.83	250539.54	430834.82	138952.99

NTX-GROSS	TSA	DED	CAR	SURV-BEN	EIC	GLI (8999)	NET
212813.49	223044.11	648739.71	0.00	0.00	0.00	363.90	3739921.26

TAX-GROSS-ST	IMP-GROSS-ST	OASDI-EMPR	MEDI-EMPR	STRS-EMPR	PERS-EMPR
5282138.32	0.00	0.00	0.00	0.00	0.00

TAX-PAID-CLC	MEDI+ GROSS	MEDI+
0.00	0.00	0.00

Santa Clara County Office of Education

District Business & Advisory Services

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

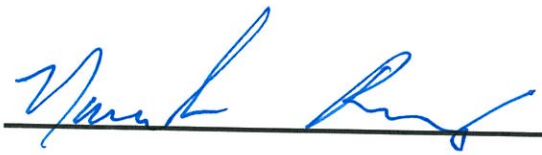
FOR THE GOVERNING BOARD OF MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Payroll Name: ○ **Tenth of Month** ◉ **End of Month** ○ **Manual**

Payroll Issue Date: March 28, 2025

Under the provision of Section 42646 of the Education Code, you are hereby authorized and ordered to transfer from our school district's fund(s) to the Payroll Revolving Fund the **gross amount** required is $ 6,285,007.53 to cover the submitted payroll prelists (PAY510, PAY512 & PAY513).

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

Authorized Signer's Signature: 

Name: Nadia Pongo

Title: Director of Fiscal Services

Date: 3/21/2025

PAYNAME: EOM PAY DATE: 03/28/2025 END DATE: 03/31/2025
Lock Enabled on Payname. By: A708 Date: 03/21 Time: 12:32

PAYROLL DATA YEAR: 2025
PAY NAME: EOM

RUN TYPE: PRE-LIST

DATE PAID: 03/28/2025

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	03/31/2025	09	NO	12	12	NO	01 02 11 12 05
EOMSUP	MO	SUP	PAY	03/31/2025	09	NO	12	12	NO	01 02 11 12 99 98
E10B06	MO	REG	PAY	03/31/2025	09	NO	10	10	NO	01 02 11 12
E10B07	MO	REG	PAY	03/31/2025	09	NO	10	10	NO	01 02 11 12
E11B06	MO	REG	PAY	03/31/2025	09	NO	11	11	NO	01 02 11 12
E11B07	MO	REG	PAY	03/31/2025	09	NO	11	11	NO	01 02 11 12
E11B08	MO	REG	PAY	03/31/2025	09	NO	11	11	NO	01 02 11 12
E10R06	MO	REG	PAY	03/31/2025	09	NO	10	10	NO	01 02 11 12
E10R07	MO	REG	PAY	03/31/2025	09	NO	10	10	NO	01 02 11 12
E11R06	MO	REG	PAY	03/31/2025	09	NO	11	11	NO	01 02 11
E11R07	MO	REG	PAY	03/31/2025	09	NO	11	11	NO	01 02 11 12
E11R08	MO	REG	PAY	03/31/2025	09	NO	11	11	NO	01 02 11 12
E10NB7	MO	REG	PAY	03/31/2025	09	NO	10	10	NO	01 02 11 12
E11NB7	MO	REG	PAY	03/31/2025	09	NO	11	11	NO	01 02 11 12 05
E09R06	MO	REG	PAY	03/31/2025	09	NO	09	09	NO	01 02 11 12
E09B06	MO	REG	PAY	03/31/2025	09	NO	09	09	NO	01 02 11 12
E10NB6	MO	REG	PAY	03/31/2025	09	NO	10	10	NO	01 02 11 12

PAYNAME: EOM DISTRICT TOTALS PAY DATE: 03/28/2025 END DATE: 03/31/2025

Lock Enabled on Payname. By: A708 Date: 03/21 Time: 12:32

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

RECEIVING WARRANTS	68	GETTING PAID FIRST TIME	8		
APD TO CU	0	TERMINATED GETTING PAID	0	RET SYSTEM 1/3 OPTION: P	%0.000
APD TO CHECKING	695	STARTING APD CHECKING NEXT MONTH	11	RET SYSTEM 2/4 OPTION: X	%7.000
APD TO SAVINGS	13	STARTING APD SAVINGS NEXT MONTH	0	FICA OPTION:	
	-----	GETTING PAID BALANCE OF CONTRACT	0		
TOTAL GETTING PAID	776				

PAYROLL TOTALS

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
NML	6,001,501.93	NML	12,342.40	NML	0.00	NML	12,342.40	NML	6,013,844.33
ADJ	-103,026.18	ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	-103,026.18
ADJ NML	5,898,475.75*	ADJ NML	12,342.40*	ADJ NML	0.00*	ADJ NML	12,342.40*	ADJ NML	5,910,818.15*
MISC	15,408.01	MISC	0.00	MISC	0.00	MISC	0.00	MISC	15,408.01
SUB	0.00	SUB	45,100.00	SUB	10,595.00	SUB	55,695.00	SUB	55,695.00
HR	0.00	HR	0.00	HR	111,295.51	HR	111,295.51	HR	111,295.51
ARR	-11,484.77	ARR	7,500.00	ARR	27,169.56	ARR	34,669.56	ARR	23,184.79
1522	0.00	1522	0.00	1522	954.77	1522	954.77	1522	954.77
DEGN	72,389.67	DEGN	0.00	DEGN	0.00	DEGN	0.00	DEGN	72,389.67
CREN	9,581.40	CREN	0.00	CREN	0.00	CREN	0.00	CREN	9,581.40
LOGN	14,283.49	LOGN	0.00	LOGN	0.00	LOGN	0.00	LOGN	14,283.49
NIT	3,784.63	NIT	0.00	NIT	0.00	NIT	0.00	NIT	3,784.63
INTR	1,200.00	INTR	0.00	INTR	0.00	INTR	0.00	INTR	1,200.00
CELL	3,962.50	CELL	0.00	CELL	0.00	CELL	0.00	CELL	3,962.50
DLY	0.00	DLY	22,200.00	DLY	0.00	DLY	22,200.00	DLY	22,200.00
EDIN	2,133.68	EDIN	0.00	EDIN	0.00	EDIN	0.00	EDIN	2,133.68
CCH	18,550.00	CCH	0.00	CCH	0.00	CCH	0.00	CCH	18,550.00
TRV	1,825.00	TRV	0.00	TRV	0.00	TRV	0.00	TRV	1,825.00
SPC	2,250.00	SPC	0.00	SPC	0.00	SPC	0.00	SPC	2,250.00
NTX	10,372.53	NTX	0.00	NTX	0.00	NTX	0.00	NTX	10,372.53
EDI	50.00	EDI	0.00	EDI	0.00	EDI	0.00	EDI	50.00
DCKN	-6,476.60	DCKN	0.00	DCKN	0.00	DCKN	0.00	DCKN	-6,476.60
RET	606.12	RET	0.00	RET	0.00	RET	0.00	RET	606.12

PAYNAME: EOM DISTRICT TOTALS PAY DATE: 03/28/2025 END DATE: 03/31/2025
Lock Enabled on Payname. By: A708 Date: 03/21 Time: 12:32

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

PAYROLL TOTALS

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
OT	0.00	OT	0.00	OT	10,938.88	OT	10,938.88	OT	10,938.88
TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	10,938.88*	TOTAL OT	10,938.88*	TOTAL OT	10,938.88*
NON-NML	138,435.66*	NON-NML	74,800.00*	NON-NML	160,953.72*	NON-NML	235,753.72*	NON-NML	374,189.38*
TOTAL	6,036,911.41**	TOTAL	87,142.40**	TOTAL	160,953.72**	TOTAL	248,096.12**	TOTAL	6,285,007.53**

TOTAL NUMBER HOURS WORKED: 4771.25 TOTAL NUMBER DAYS WORKED: 198.00

GROSS	FED IMP GROSS	NTX GROSS	TSA	RET-TS	FED TAX GROSS	FIT	AFIT
6,285,007.53	0.00	212,995.99	223,044.11	569,899.59	5,279,067.84	599,783.33	28,882.66

SIT	ASIT	OASDI GROSS	OASDI	MEDI GROSS	MEDICARE	DEF-MEDI GROSS	DEF-MEDI
244,785.34	5,754.20	1,966,570.23	121,927.39	6,076,466.46	88,108.93	0.00	0.00

SURV-BEN	SDI	EIC	STRS SUBJ	STRS	PERS SUBJ	PERS	DED
0.00	16,745.50	0.00	4,213,340.13	430,834.82	1,809,365.69	139,064.77	649,188.27

NET	ADJ (+)	ADJ (-)	OASDI EMPR	MEDI EMPR	STRS EMPR	PERS EMPR	
3,736,888.21	11,662.33	126,860.04	0.00	0.00	0.00	0.00	

STATE IMP GROSS	STATE TAX GROSS	STRS (C)	STRS (P)	STRS (O)	PERS (C)	PERS (P)	PERS (O)
0.00	5,279,067.84	211,752.02	219,082.80	0.00	39,791.40	99,273.37	0.00

STRS/SUBJ (C)	STRS/SUBJ (P)	STRS/SUBJ (O)	PERS/SUBJ (C)	PERS/SUBJ (P)	PERS/SUBJ (O)	STRS/SUBJ DBS	STRS DBS
2,066,518.33	2,146,821.80	0.00	568,448.31	1,240,917.38	0.00	2,954.50	236.36

Santa Clara County Office of Education

District Business & Advisory Services

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

FOR THE GOVERNING BOARD OF MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Payroll Name: (●) **Tenth of Month** ( ) **End of Month** ( ) **Manual**

Payroll Issue Date: **March 10, 2025**

Under the provision of Section 42646 of the Education Code, you are hereby authorized and ordered to transfer from our school district's fund(s) to the Payroll Revolving Fund the **gross amount** required is $ **2,776.20** to cover the submitted payroll prelists (PAY510, PAY512 & PAY513).

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

Authorized Signer's Signature:

Name: Nadia Pongo

Title: Director of Fiscal Services

Date: 3/4/2025

Revised 09/01/2018

PAYNAME: TENTH PAY DATE: 03/10/2025 END DATE: 02/28/2025
Lock Enabled on Payname. By: A708 Date: 03/04 Time: 14:19

PAYROLL DATA YEAR: 2025
PAY NAME: TENTH

RUN TYPE: PRE-LIST

DATE PAID: 03/10/2025

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
TENREG	MO	REG	PAY	02/28/2025	08	NO	12	12	NO	01 02 11 12 05
TENSUP	MO	SUP	PAY	02/28/2025	08	NO	12	12	NO	01 02 11 12 05 98 99
T11R07	AN	REG	PAY	02/28/2025	08	NO	11	11	NO	01 02 11 12
T10B06	MO	REG	PAY	02/28/2025	08	NO	10	10	NO	01 02 11 12 98 99
T10R06	MO	REG	PAY	02/28/2025	08	NO	10	10	NO	01 02 11 12
T10SUP	MO	SUP	PAY	02/28/2025	08	NO	10	10	NO	01 02 11 12 98 99
T11B07	MO	REG	PAY	02/28/2025	08	NO	11	11	NO	01 02 11 12 98 99
T10B07	MO	REG	PAY	02/28/2025	08	NO	10	10	NO	01 02 11 12 98 99
T10R07	MO	REG	PAY	02/28/2025	08	NO	10	10	NO	01 02 11 12 98 99

PAYNAME: TENTH DISTRICT TOTALS PAY DATE: 03/10/2025 END DATE: 02/28/2025

Lock Enabled on Payname. By: A708 Date: 03/04 Time: 14:19

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

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

PAYROLL TOTALS

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
NML	1,194.90	NML	0.00	NML	0.00	NML	0.00	NML	1,194.90
ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	0.00
ADJ NML	1,194.90*	ADJ NML	0.00*	ADJ NML	0.00*	ADJ NML	0.00*	ADJ NML	1,194.90*
HR	0.00	HR	0.00	HR	1,581.30	HR	1,581.30	HR	1,581.30
ARR	0.00	ARR	0.00	ARR	0.00	ARR	0.00	ARR	0.00
TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*
NON-NML	0.00*	NON-NML	0.00*	NON-NML	1,581.30*	NON-NML	1,581.30*	NON-NML	1,581.30*
TOTAL	1,194.90**	TOTAL	0.00**	TOTAL	1,581.30**	TOTAL	1,581.30**	TOTAL	2,776.20**

TOTAL NUMBER HOURS WORKED: 102.00 TOTAL NUMBER DAYS WORKED: 0.00

GROSS	FED IMP GROSS	NTX GROSS	TSA	RET-TS	FED TAX GROSS	FIT	AFIT
2,776.20	0.00	0.00	0.00	167.98	2,608.22	57.79	0.00

SIT	ASIT	OASDI GROSS	OASDI	MEDI GROSS	MEDICARE	DEF-MEDI GROSS	DEF-MEDI
0.00	0.00	2,776.20	172.12	2,776.20	40.25	0.00	0.00

SURV-BEN	SDI	EIC	STRS SUBJ	STRS	PERS SUBJ	PERS	DED
0.00	33.33	0.00	0.00	0.00	25,200.56	167.98	0.00

NET	ADJ (+)	ADJ (-)	OASDI EMPR	MEDI EMPR	STRS EMPR	PERS EMPR
2,304.73	0.00	0.00	0.00	0.00	0.00	0.00

STATE IMP GROSS	STATE TAX GROSS	STRS (C)	STRS (P)	STRS (O)	PERS (C)	PERS (P)	PERS (O)
0.00	2,608.22	0.00	0.00	0.00	83.64	84.34	0.00

STRS/SUBJ (C)	STRS/SUBJ (P)	STRS/SUBJ (O)	PERS/SUBJ (C)	PERS/SUBJ (P)	PERS/SUBJ (O)	STRS/SUBJ DBS	STRS DBS
0.00	0.00	0.00	1,194.90	24,005.66	0.00	0.00	0.00

Board PO report 03/27/2025 - 04/15/2025

Report title: Board PO report

Date printed range: 03/27/2025 - 04/15/2025
Sort by: PO #
PO type: BD BL PO

Board PO report 03/27/2025 - 04/15/2025

PO Num	Order Date	Vendor Name / Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Order Description	Encumbered
BL510307	03/27/2025	CONSOLIDATED ELECTRICAL	Electrical distributor, parts	40,000.00
		010-8150-0-6234-00-0000-8500-000000-009-0550	40,000.00	
BL510308	03/27/2025	SCAN STRONG LLC	Document scanning	5,000.00
		010-9590-0-5830-00-0000-7700-000000-009-0570	5,000.00	
BL510309	03/27/2025	KEYGENT ADVISORS	DISSEMINATION AGENT SVCS BOND	7,000.00
		010-0000-0-5830-00-0000-7100-000000-009-0503	7,000.00	
BL510310	03/27/2025	AMAZON CAPITAL SERVICES	PE Equipment	1,000.00
		010-9130-0-4310-00-1110-1000-000000-005-0130	1,000.00	
PO520463	03/27/2025	FIRST STUDENT INC	5th grade Bus to MSI	2,910.27
		010-0000-0-5805-00-1110-1000-000000-007-0102	2,910.27	
PO520464	03/27/2025	AMAZON CAPITAL SERVICES	Instructional Materials	2,356.99
		010-1100-0-4410-00-1110-1000-000000-006-0100	2,356.99	
PO520465	03/27/2025	ARBOR SCIENTIFIC	Dry Erase Boards for Science	414.53
		010-9120-0-4310-00-1110-1000-000000-014-0120	414.53	
PO520466	03/27/2025	BOOKS INC	Library books	338.44
		010-1100-0-4211-00-0000-2420-000000-015-0103	338.44	
PO520467	03/27/2025	WORLDSTRIDES	Great America Tickets	14,077.13
		010-9120-0-4369-00-1110-1000-000000-014-0120	14,077.13	
PO520469	03/27/2025	DEMCO	Paper Rack / Paper	1,525.52
		010-0000-0-4310-00-1110-1000-000000-015-0101	1,525.52	
PO520471	03/27/2025	ATTAINMENT COMPANY INC	Low incident purchase	158.63
		010-6500-0-4310-00-5767-1110-000000-009-0350	158.63	
PO520472	03/27/2025	APPLE INC	Apple device for SPED low inci	363.02
		010-6500-0-4310-00-5767-1110-000000-009-0350	363.02	
PO520473	03/27/2025	LECTURA INC	SLS ML - Workshop materials	1,130.54
		010-9552-0-4310-00-0000-2495-000000-006-0302	1,130.54	
PO520474	03/27/2025	AMAZON CAPITAL SERVICES	SLS DO - Reclass Ceremony	1,000.00
		010-9552-0-4310-00-0000-2495-000000-009-0302	1,000.00	
PO520475	03/27/2025	SOCIAL AND ENVIRONMENTAL	SLS CR - Math Festival	800.00
		010-9552-0-5830-00-0000-2495-000000-011-0302	800.00	
PO520477	03/27/2025	SCHOLASTIC INC	TK Book bag event	3,367.74
		010-1100-0-4210-00-1110-1000-000000-009-0205	3,367.74	

Board PO report 03/27/2025 - 04/15/2025

PO Num	Order Date	Vendor Name / Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Order Description	Encumbered
PO520478	03/27/2025	CAMPBELL UNION SCHOOL DISTRICT	Envir Vol science FT	1,239.15
		010-0000-0-5805-00-1110-1000-000000-009-0224	1,239.15	
PO520479	03/27/2025	APPLE INC	App for AAC device	327.36
		010-6500-0-5846-00-5767-1110-000000-009-0350	327.36	
PO520480	03/27/2025	FOLLETT SCHOOL SOLUTIONS INC	library books	1,492.37
		010-1100-0-4211-00-0000-2420-000000-005-0103	1,492.37	
PO520481	03/27/2025	KIWICO INC	Basketball Catapult	3,985.99
		010-1100-0-4310-00-1110-1000-000000-007-0100	3,985.99	
PO520482	03/27/2025	FOLLETT SCHOOL SOLUTIONS INC	Books for GR Library	1,983.91
		010-1100-0-4211-00-0000-2420-000000-014-0103	1,983.91	
PO520483	03/27/2025	YOUTH SCIENCE INSTITUTE	Field trip - program admission	790.00
		010-9130-0-4369-00-1110-1000-000000-005-0130	790.00	
PO520484	03/27/2025	CAMPBELL UNION SCHOOL DISTRICT	bus transportation- field trip	1,482.34
		010-0000-0-5805-00-1110-1000-000000-005-0102	1,482.34	
PO520485	03/27/2025	FLINN SCIENTIFIC INC	Chemistry Materials Science	1,237.93
		010-9120-0-4310-00-1110-1000-000000-011-0120	1,237.93	
PO520486	03/27/2025	AMAZON CAPITAL SERVICES	Balls/Board games ARIS activit	386.74
		010-9130-0-4310-00-1110-1000-000000-011-0130	386.74	
PO520487	04/02/2025	PONZURIC LEARNING SOLUTIONS	Prof Dev for SPED	6,400.00
		010-9301-0-5830-00-5761-1110-000000-009-0355	6,400.00	
PO520488	04/08/2025	KIWICO INC	KiwiCo Science Kits	4,611.67
		010-0001-0-4310-00-0000-2495-000000-016-0214	4,611.67	
PO520489	04/08/2025	KIWICO INC	SLS VA - Science Night	2,003.88
		010-9552-0-4310-00-0000-2495-000000-007-0302	2,003.88	
PO520490	04/08/2025	FIRST BOOK NATIONAL BOOK BANK	Books for Preschoolers	1,177.90
		120-5210-0-4310-00-0001-1000-000000-009-0275	1,177.90	
PO520491	04/08/2025	AMAZON CAPITAL SERVICES	SLS ST - Parent Workshop	163.69
		010-9552-0-4310-00-0000-2495-000000-015-0302	163.69	
PO520492	04/08/2025	HODGES BADGE COMPANY INC.	SLS DO - Reclassification	753.64
		010-9552-0-4310-00-0000-2495-000000-009-0302	753.64	
PO520493	04/08/2025	SHOOB PHOTOGRAPHY	Imai Swag	567.45
		010-0000-0-4310-00-1110-1000-000000-004-0101	567.45	

Board PO report 03/27/2025 - 04/15/2025

PO Num	Order Date	Vendor Name / Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Order Description	Encumbered
PO520494	04/08/2025	AMAZON CAPITAL SERVICES	student books	179.24
		010-1100-0-4211-00-0000-2420-000000-003-0103	179.24	
PO520495	04/08/2025	ANDERSON'S IT'S ELEMENTARY	Imai Staff Swag	1,318.48
		010-0000-0-4310-00-1110-1000-000000-004-0101	1,318.48	
PO520496	04/08/2025	NORTH BAY PENSIONS LLC	GASB Actuarial Services for 25	1,800.00
		010-0000-0-5830-00-0000-7300-000000-009-0500	1,800.00	
PO520497	04/08/2025	TRIMARK	New Kitchen Equipment	247,308.62
		010-7032-0-6410-00-0000-3700-000000-009-0540	247,308.62	
PO520498	04/08/2025	APPLE INC	iPads Pre-K Classroom Staff	8,966.41
		120-6127-0-4310-00-0001-1000-000000-009-0275	8,966.41	
PO520499	04/10/2025	AMAZON CAPITAL SERVICES	Wireless translation Set	829.23
		010-0001-0-4410-00-1110-1000-000000-004-0214	829.23	
PO520500	04/10/2025	SOCIAL AND ENVIRONMENTAL	SLS ML - Math Festival	800.00
		010-9552-0-5830-00-0000-2495-000000-006-0302	800.00	
PO520501	04/10/2025	PEOPLEOLOGIE	Art Worshops	3,000.00
		010-0000-0-4310-00-1110-1000-000000-016-0101	200.00	
		010-0000-0-5830-00-1110-1000-000000-016-0101	2,800.00	
PO520502	04/10/2025	OFFICE DEPOT	PAPER PALLET	1,702.48
		010-1100-0-4310-00-0000-2700-000000-015-0100	1,702.48	
PO520503	04/10/2025	SAVE NATURE.ORG	2nd grade Insect Lab	670.00
		010-1100-0-5830-00-1110-1000-000000-007-0100	670.00	
PO520504	04/10/2025	FOLLETT SCHOOL SOLUTIONS INC	Books to update CMS Library	3,996.82
		010-1100-0-4211-00-0000-2420-000000-011-0103	3,996.82	
PO520505	04/10/2025	FOLLETT SCHOOL SOLUTIONS INC	Books for the Library	3,273.39
		010-1100-0-4211-00-0000-2420-000000-008-0103	3,273.39	
BD530036	03/27/2025	CIS INC	IOR HVAC PHASR 4 & 5	48,050.00
		212-9703-0-6235-00-0000-8500-000000-006-0733	12,012.50	
		212-9703-0-6235-00-0000-8500-000000-008-0733	12,012.50	
		212-9703-0-6235-00-0000-8500-000000-011-0733	12,012.50	
		212-9703-0-6235-00-0000-8500-000000-014-0733	12,012.50	
BD530037	04/02/2025	TRI COUNTIES BANK	HVAC PHASE 4 & 5 CONST ESCROW	206,905.00
		212-9703-0-6264-00-0000-8500-000000-006-0733	49,082.00	
		212-9703-0-6264-00-0000-8500-000000-008-0733	46,065.00	
		212-9703-0-6264-00-0000-8500-000000-011-0733	62,768.00	
		212-9703-0-6264-00-0000-8500-000000-014-0733	48,990.00	

Board PO report 03/27/2025 - 04/15/2025

PO Num	Order Date	Vendor Name	Order Description	Encumbered
		Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr		
BD530038	04/02/2025	COUNTY OF SANTA CLARA	PROPERTY TAX STAFF HOUSING	365,569.64
		212-9702-0-6273-00-0000-8500-000000-009-0780	365,569.64	
BD530039	04/02/2025	R & H WHOLESALE SUPPLY INC	ADDL LOCKS - THEUERKAUF	14,557.34
		212-9703-0-6230-00-0000-8500-000000-008-0711	14,557.34	

Total of Purchase Orders Issued 1,018,973.48

PO Change Orders Report -- Meeting of Board of Trustees April 24, 2025

Vendor Name	Purchase Order (PO) #	PO Previous Total	PO Increase Amount	PO New Total	Reason for Change Order	Department Head Approval	Date Entered
CDW Government	510149	$20,000.00	$6,000.00	$26,000.00	To cover pending invoices for replacement of Frontrow touchscreen control panels for both middle schools and Google Meet Hub for Graham.	Jon Aker	4/3/2025
Southwest School & Office	510001	$4,000.00	$800.00	$4,800.00	To purchase additional supplies.	Jane Jung	4/4/2025
Office Depot	510000	$9,000.00	$2,500.00	$11,500.00	To purchase additional supplies.	Jane Jung	4/4/2025
Google Inc	510080	$3,000.00	$1,334.00	$4,334.00	To cover upcoming invoices for March - June 2025 for Google Spectrum Access System (SAS) monthly CBRS support.	Jon Aker	4/10/2025
Hodges Badge Company Inc	520492	$753.64	$425.25	$1,178.89	To cover additional "rush" shipping charges for medals to arrive before reclassification ceremony on 5/1/2025.	Cathy Baur for Geoff Chang	4/10/2025
Amazon Capital Services	510065	$6,000.00	$1,000.00	$7,000.00	To purchase additional supplies.	Claudia Olaciregui	4/14/2025
Amazon Capital Services	510066	$7,000.00	$2,000.00	$9,000.00	To purchase additional supplies.	Claudia Olaciregui	4/14/2025
Xerox Corporation	510118	$170,531.72	$600.00	$171,131.72	To cover additional printing costs.	Terri Kemper	4/14/2025
Amazon Capital Services	510061	$9,000.00	$2,000.00	$11,000.00	Moved amount from Office Depot blanket PO #510062.	Julie Thomspon	4/14/2025

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Second Reading-Board Bylaws and Board Policies Updates

Estimated Time:

Person Responsible: Jeff Baier, Interim Superintendent

Background:
CSBA advises districts of recommended changes in board policies, administrative regulations, and board bylaws to assist boards in keeping their policies current and reflecting all recent changes in laws and regulations.

At the March 20, 2025, Regular Board Meeting, Trustees reviewed and discussed the recommended changes previously reviewed by the Policy Committee.

The following additional change was made to Board Bylaw 9240, Board Training, paragraph 4, the second sentence from "Throughout their first term" to read "Throughout their tenure."

The attached policies are ones for which the California School Board Association has recommended revisions:

- BP 1240 Volunteer Assistance (new policy)
- BP 3320 Claims against the District
- BP 3540 Transportation
- BP 5113.1 Truancy
- BP 5148.3 Preschool/Early Childhood Education
- BP 6170.1 Transitional Kindergarten
- BP 6174 Education for English Learners
- BB 9240 Board Training
- BB 9270 Conflict of Interest

Fiscal Implication:

Recommended Action:
Staff requests that the Board of Trustees approve and adopt the California School Board Association recommended revisions to Board Bylaws and Policies, as presented.

ATTACHMENTS:

Description	Type	Upload Date
BP 1240 Volunteer Assistance	Backup Material	3/12/2025
BP 3320 Claims and Action Against the District	Backup Material	4/10/2025
BP 3540 Transportation	Backup Material	3/25/2025

BP 5113.1 Chronic Absence and Truancy	Backup Material	4/10/2025
BP 5148.3 Preschool_Early Childhood Education	Backup Material	4/10/2025
BP 6170.1 Transitional Kindergarten.pdf	Backup Material	4/10/2025
BP 6174 Education for English Learners.pdf	Backup Material	4/10/2025
BB 9240 Board Development	Backup Material	3/25/2025
BB 9270 Conflict of Interest	Backup Material	3/25/2025

Policy 1240: Volunteer Assistance

Status: ADOPTED

Original Adopted Date: 03/01/2010 | **Last Revised Date:** 12/01/2014 | **Last Reviewed Date:** 12/01/2014

The Governing Board recognizes that volunteer assistance in schools can enrich the educational program, increase supervision of students, and contribute to school safety while strengthening the schools' relationships with the community. The Board encourages parents/guardians and other members of the community to share their time, knowledge, and abilities with students.

The Superintendent or designee shall develop and implement a plan for recruiting, screening, and placing volunteers, including strategies for reaching underrepresented groups of parents/guardians and community members. He/she may also recruit community members to serve as mentors to students and/or make appropriate referrals to community organizations.

The Board prohibits harassment of any volunteer on the basis 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. (Government Code 12940)

As appropriate, the Superintendent or designee shall provide volunteers with information about school goals, programs, and practices and an orientation or other training related to their specific responsibilities. Employees who supervise volunteers shall ensure that volunteers are assigned meaningful responsibilities that utilize their skills and expertise and maximize their contribution to the educational program.

Volunteer work shall be limited to those projects that do not replace the normal duties of classified staff. The Board nevertheless encourages volunteers to work on short-term projects to the extent that they enhance the classroom or school and comply with employee negotiated agreements.

The Superintendent or designee shall establish procedures for determining whether volunteers possess the qualifications, if any, required by law and administrative regulation for the types of duties they will perform.

Volunteers shall act in accordance with district policies, regulations, and school rules. The Superintendent or designee shall be responsible for investigating and resolving complaints regarding volunteers.

The Board encourages principals to develop a means for recognizing the contributions of each school's volunteers.

The Superintendent or designee shall periodically report to the Board regarding the district's volunteer assistance program.

Workers' Compensation Insurance

The Board desires to provide a safe environment for volunteers and minimize the district's exposure to liability.

Upon the adoption of a resolution by the Board, volunteers shall be entitled to workers' compensation benefits for any injury sustained while engaged in the performance of service for the district. (Labor Code 3364.5)

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	Description
22 CCR 101170	Criminal record clearance
22 CCR 101216	Health screening; volunteers in child care centers
Ed. Code 35021	Volunteer aides
Ed. Code 35021.1	Automated records check
Ed. Code 35021.3	Registry of volunteers for before/after school programs
Ed. Code 44010	Sex offense; definition
Ed. Code 44814-44815	Supervision of students during lunch and other nutrition periods
Ed. Code 45125	Fingerprinting requirements
Ed. Code 45125.01	Interagency agreements for criminal record information
Ed. Code 45340-45349	Instructional aides
Ed. Code 45360-45367	Teacher aides
Ed. Code 48981	Parental notifications
Ed. Code 49024	Activity Supervisor Clearance Certificate
Ed. Code 49406	TB risk assessment
Ed. Code 8482-8484.6	After School Education and Safety Program
Ed. Code 8484.7-8484.9	21st Century Community Learning Center program
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 3543.5	Prohibited interference with employees' rights
H&S Code 1596.7995	Immunization requirements for volunteers in child care center or preschool

H&S Code 1596.871	Fingerprints of individuals in contact with child day care facility clients
Lab. Code 1720.4	Public works; exclusion of volunteers from prevailing wage law
Lab. Code 3352	Workers' compensation; definitions
Lab. Code 3364.5	Authority to provide workers' compensation insurance for volunteers
Pen. Code 290	Registration of sex offenders
Pen. Code 290.4	Information regarding sex offenders
Pen. Code 290.95	Disclosure by person required to register as sex offender
Pen. Code 626.81	Sex offender; permission to volunteer at school

Management Resources	**Description**
PERB Decision	Whisman Elementary School District (1991) PERB Decision No. 868
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Justice, Megan's Law
Website	California Department of Education, Parents/Family and Community
Website	Commission on Teacher Credentialing
Website	CSBA
Website	California State Parent Teacher Association

Cross References

Code	**Description**
0410	Nondiscrimination In District Programs And Activities
0500	Accountability
1000	Concepts And Roles
1100	Communication With The Public
1150	Commendations And Awards
1250	Visitors/Outsiders
1250	Visitors/Outsiders

1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3515.2	Disruptions
3515.2	Disruptions
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3541.1	Transportation For School-Related Trips
3541.1-E(1)	Transportation For School-Related Trips
3541.1-E(2)	Transportation For School-Related Trips
3543	Transportation Safety And Emergencies
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.4	Health Examinations
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4131	Staff Development
4141	Collective Bargaining Agreement
4157.1	Work-Related Injuries
4212	Appointment And Conditions Of Employment

4212.4	Health Examinations
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4217.3	Layoff/Rehire
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4231	Staff Development
4241	Collective Bargaining Agreement
4257.1	Work-Related Injuries
4312.4	Health Examinations
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4331	Staff Development
4357.1	Work-Related Injuries
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148	Child Care And Development
5148	Child Care And Development

5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6020	Parent Involvement
6020	Parent Involvement
6116	Classroom Interruptions
6142.2	World Language Instruction
6142.2	World Language Instruction
6142.6	Visual And Performing Arts Education
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6154	Homework/Makeup Work
6163.1	Library Media Centers
6171	Title I Programs
6171	Title I Programs
6184	Continuation Education
6184	Continuation Education
7140	Architectural And Engineering Services
7140	Architectural And Engineering Services
9200	Limits Of Board Member Authority

Board Policy 3320 Claims and Action Against the District

Policy Last Adopted: February 6, 2020

Revised: April 3, 2025

CLAIMS AND ACTION AGAINST THE DISTRICT

The Governing Board desires to ensure that the district's operations are conducted in a manner that minimizes risk, protects district resources, and promotes the health and safety of students, staff, and the public. Any and all claims for money or damages against the district shall be presented to and acted upon in accordance with the Government Claims Act or other applicable state or district procedures, as well as the district's joint powers authority (JPA) agreement or other insurance coverage.

Any claim for money or damages not governed by the Government Claims Act (Government Code 810-996.6) or excepted by Government Code 905 shall be presented and acted upon in accordance with district- established procedures consistent with the manner and time limitations specified in this Board policy. (Government Code 935)

Unless otherwise provided by law, a written claim shall be presented to and acted upon by the Board in accordance with such procedures prior to filing a lawsuit against the district for money or damages.

Time Limitations

The following time limitations apply to the presentation of claims for money or damages against the district:
1. Claims relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to the Board not later than six months after the accrual of the cause of action (Government Code 911.2)

2. Claims relating to any other cause of action subject to the Government Claims Act shall be filed not later than one year after the accrual of the cause of action (Government Code 911.2)

3. Claims relating to childhood sexual assault and other causes of action which are specifically excepted from the Government Claims Act by Government Code 905, that are subject to a claims presentation procedure in another statute or regulation, shall be presented to the Board in accordance with the applicable governing statute or regulation (Government Code 905)

4. Claims relating to any cause of action which is specifically excepted from the Government Claims Act by Government Code 905 but is not governed by any other claim presentation statute or regulation shall be

presented to the Board within the time limits specified in Items #1 and 2 above, depending on the applicable cause of action (Government Code 911.2, 935)

Receipt of Claims

A claim shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)
A claim may be submitted electronically in the manner specified by the Superintendent or designee. (Government 2 Code 915, 915.2)

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's JPA or insurance carrier in accordance with the applicable conditions of coverage.

Review of Contents of the Claim

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2: 1. The name and post office address of the claimant

2. The post office address to which the person presenting the claim desires notices to be sent

3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted

4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim

5. The name(s) of the district employee(s) causing the injury, damage, or loss, if known

6. The amount claimed if it totals less than $10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed If the amount claimed exceeds $10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case as specified in Code of Civil Procedure 85 and 86.

7. The signature of the claimant or the person acting on the claimant's behalf

Notice of Claim Insufficiency

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, provide a notice in the manner specified in Government Code 915.4 that states the particular defects or omission in the claim. (Government Code 910.8)

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendment to Claims

Within the time limits provided in "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6) Late Claims When a claim that is required to be presented not later than six months after the accrual of the cause of action, as specified in "Time Limitations" above, is not presented within that time, an application to present a late claim may be presented to the Board, in the manner specified in Government Code 915 and 915.2, within a reasonable time not to exceed one year after the accrual of the cause of action. The application shall include the proposed claim and shall state the reason for the delay in presenting the claim. (Government Code 911.4)

Late Claims

When a claim that is required to be presented not later than six months after the accrual of the cause of action, as specified in "Time Limitations" above, is not presented within that time, an application to present a late claim may be presented to the Board, in the manner specified in Government Code 915 and 915.2, within a reasonable time not to exceed one year after the accrual of the cause of action. The application shall include the proposed claim and shall state the reason for the delay in presenting the claim. (Government Code 911.4)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee shall, within 45 days, give written notice, in the manner specified in Government Code 911.3, that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit

2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim

3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason the person failed to present the claim

4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8 and in the manner specified in Government Code 915.4.

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Action on Claims

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45- day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected

2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance

4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim

5. If the Board takes no action on the claim, the claim shall be deemed rejected
In accordance with Government Code 935.4, the Board delegates to the Superintendent the authority to allow, compromise, or settle claims of $50,000 or less pursuant to any conditions of coverage in the district's JPA agreement or insurance coverage.

If the Board, or Superintendent when appropriate, allows the claim, in whole or in part, or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall be provided in the manner specified in Government Code 915.4. (Government Code 913)

Registry of Public Agencies

Within 10 days of any change in the name of the district, the mailing address of the Board, or the names and addresses of the Board president, the Board clerk or secretary, or other Board members, the Superintendent or designee shall file the updated information with the Secretary of State and the County Clerk. (Government Code 53051)

Legal Reference:
EDUCATION CODE
35200 Liability for debts and contracts
35202 Claims against districts; applicability of Government Code
CODE OF CIVIL PROCEDURE
340.1 Damages suffered as result of childhood sexual abuse
GOVERNMENT CODE
800 Cost in civil actions
810-996.6 Claims and actions against public entities
6500-6536 Joint exercise of powers
53051 Information filed with secretary of state and county clerk
PENAL CODE
72 Fraudulent claims
COURT DECISIONS
City of Stockton v. Superior Court, (2007) 42 Cal. 4th 730
Connelly v. County of Fresno, (2006) 146 Cal.App.4th 29
CSEA v. South Orange Community College District, (2004) 123 Cal.App.4th 574
CSEA v. Azusa Unified School District, (1984) 152 Cal.App.3d 580

Board Policy 3540 Transportation

Policy Adopted: February 6, 2020

Reviewed: May 30, 2024

Revised: April 3, 2025

TRANSPORTATION

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, including expanded learning opportunities programs, promote regular attendance, and reduce tardiness. In determining the extent to which the district will provide transportation services, the Board shall weigh student and community needs against the cost of providing such services. The Superintendent or designee shall recommend to the Board economical, environmentally sustainable, and appropriate means of providing transportation services. The district's transportation services may be provided by means of a joint powers agreement, a cooperative student transportation program, or a consortium, as permitted by law.

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student pursuant to Education Code 35350 or the evacuation of students as necessary for their safety.

Transportation Plan

The Superintendent or designee shall develop a transportation plan in consultation with classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents/guardians, students, and other stakeholders. (Education Code 39800.1)

The transportation plan shall be presented to and adopted by the Board at an open meeting, with the opportunity for in-person and remote public comment, and shall be updated annually by April 1. (Education Code 39800.1)

The transportation plan shall include descriptions of the following: (Education Code 39800.1)

1. The transportation services offered to students

2. The prioritization of transportation services for low-income students, and students in transitional kindergarten, kindergarten, and any of grades 1 to 6, inclusive

3. The transportation services accessible to students with disabilities and homeless children and youth, as defined pursuant to the federal McKinney-Vento Homeless Assistance Act (42 USC 11301)

4. The manner in which unduplicated students, as defined in Education Code 42238.02, will be able to access available home-to-school transportation at no cost

Transportation Contracts

The Board may purchase, rent, or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools to provide necessary transportation services. (Education Code 35330, 39800, 39801)

In contracting for transportation services, the district shall comply with all applicable laws related to bids and contracts. (Education Code 39802, 39803)
Prior to contracting with a private entity for student transportation services, the district shall obtain written attestations from the entity that: (Education Code 39879)

1. The entity does not have any applicable law violations at the time of applying for the contract
2. The entity will maintain compliance with applicable laws for the duration of the contract
3. Under the contract, only drivers who meet the requirements specified in Education Code 39877 will work
4. The entity has on file all the reports and documents required pursuant to Education Code 39877 for the duration of the contract, including, but not limited to, updated, revised, or modified reports and documents, and that the reports and documents shall be available for inspection by the district

Any vehicle used to provide student transportation for compensation shall meet both of the following requirements: (Education Code 39879)

1. Be inspected every 12 months, or every 50,000 miles, whichever comes first, at a facility licensed by the Bureau of Automotive Repair to ensure that the vehicle passes a 19-point vehicle inspection, as adopted by the Public Utilities Commission and as specified in D.13-09-045, before allowing the vehicle to be driven, except for vehicles which are already subject to a statutory inspection program
2. Be equipped with a first aid kit and a fire extinguisher

Expenses and Fees

In lieu of providing transportation in whole or in part, the district may pay the student's parents/guardians either their actual and necessary expenses in transporting the student or the cost of the student's food and lodging at a place convenient to the school. In either case, the amount of the payment shall not exceed the cost that would be incurred by the district to provide for the transportation of the student to and from school. (Education Code 39806-39807)

The Board may charge a transportation fee to parents/guardians of transported students in accordance with Education Code 39807.5 and Board Policy/Administrative Regulation 3250 - Transportation Fees.

Safety and Monitoring

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

The district may install a global positioning system (GPS) on school buses and/or student activity buses in order to enhance student safety and provide real-time location data to district and school administrators, and parents/guardians.

The Superintendent or designee shall ensure the qualifications of bus drivers, in accordance with Administrative Regulation 3542 - School Bus Drivers, and related staff employed by the district; provide for the maintenance and operation of district-owned school buses and other equipment; and ensure adequate facilities for equipment storage and maintenance.

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	Description
13 CCR 2025	Retrofitting of diesel school buses
5 CCR 14100-14103	Use of school buses and school pupil activity buses
5 CCR 15240-15343	Allowances for student transportation
5 CCR 15253-15272	District records related to transportation
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 35350	Authority to transport pupils
Ed. Code 39800	Powers of governing board to provide transportation to and from school
Ed. Code 39800-39860	Transportation services
Ed. Code 39801	Contract with County Superintendent of Schools to provide transportation
Ed. Code 39802-39803	Bids and contracts for transportation services
Ed. Code 39806	Payments to parents in lieu of transportation
Ed. Code 39807	Food and lodging payments in lieu of transportation
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 39808	Transportation for private school students
Ed. Code 39877-39878	School bus driver requirements
Ed. Code 39879	Private transportation provider requirements
Ed. Code 41850-41851.1	Allowances for transportation
Ed. Code 41860-41862	Supplemental allowances for transportation

Ed. Code 42238.02	**Local Control Funding Formula**
Ed. Code 45125.1	**Criminal records summary; employees of contracting entity**
Ed. Code 52311	**Regional occupational centers; transportation**
Ed. Code 56026	**Student with a disability; definition**
Gov. Code 3540-3549.3	**Educational Employment Relations Act**
Pen. Code 637.7	**Electronic tracking devices**
Veh. Code 2807	**School bus inspection**
Veh. Code 4854	**Alternatives to conventional license plates**

Management Resources	**Description**
Court Decision	**Arcadia Unified School District v. California Department of Education (1992) 2 Cal. 4th 251**
Public Utilities Commission Order	**Order Instituting Rulemaking on Regulations Relating to Passenger Carriers, Ridesharing, and New Online-Enabled Transportation Services, September 2013**
Website	**Department of Motor Vehicles**
Website	**Public Utilities Commission**
Website	**Bureau of Automotive Repair**
Website	**CSBA District and County Office of Education Legal Services**
Website	**California Air Resources Board Zero Emission School Bus and Infrastructure Program**
Website	**California Energy Commission**
Website	**CSBA**

Cross References

Code	**Description**
0410	**Nondiscrimination In District Programs And Activities**
3000	**Concepts And Roles**
3100	**Budget**
3100	**Budget**
3250	**Transportation Fees**

3250	**Transportation Fees**
3311	**Bids**
3311	**Bids**
3312	**Contracts**
3510	**Green School Operations**
3511	**Energy And Water Management**
3511	**Energy And Water Management**
3512	**Equipment**
3512-E(1)	**Equipment**
3514	**Environmental Safety**
3514	**Environmental Safety**
3515.6	**Criminal Background Checks For Contractors**
3516	**Emergencies And Disaster Preparedness Plan**
3516	**Emergencies And Disaster Preparedness Plan**
3541	**Transportation Routes And Services**
3541.1	**Transportation For School-Related Trips**
3541.1-E(1)	**Transportation For School-Related Trips**
3541.1-E(2)	**Transportation For School-Related Trips**
3541.2	**Transportation For Students With Disabilities**
3542	**School Bus Drivers**
3543	**Transportation Safety And Emergencies**
4112.4	**Health Examinations**
4112.42	**Drug And Alcohol Testing For School Bus Drivers**
4112.42	**Drug And Alcohol Testing For School Bus Drivers**
4212.4	**Health Examinations**
4212.42	**Drug And Alcohol Testing For School Bus Drivers**
4212.42	**Drug And Alcohol Testing For School Bus Drivers**
4231	**Staff Development**

4312.4	**Health Examinations**
4312.42	**Drug And Alcohol Testing For School Bus Drivers**
4312.42	**Drug And Alcohol Testing For School Bus Drivers**
5116.1	**Intradistrict Open Enrollment**
5116.1	**Intradistrict Open Enrollment**
5117	**Interdistrict Attendance**
5117	**Interdistrict Attendance**
5131.1	**Bus Conduct**
5131.1	**Bus Conduct**
5141.22	**Infectious Diseases**
5141.22	**Infectious Diseases**
5142.2	**Safe Routes To School Program**
5142.2	**Safe Routes To School Program**
5148	**Child Care And Development**
5148	**Child Care And Development**
5148.2	**Before/After School Programs**
5148.2	**Before/After School Programs**
6142.4	**Service Learning/Community Service Classes**
6173.1	**Education For Foster Youth**
6173.1	**Education For Foster Youth**
6178.2	**Regional Occupational Center/Program**
6181	**Alternative Schools/Programs Of Choice**
6181	**Alternative Schools/Programs Of Choice**

Students

Board Policy No. 5113.1

Policy approved: December 19, 2024

Chronic Absence and Truancy

The Governing Board believes that absenteeism, whatever the cause, may be an early warning sign of poor academic achievement and may put students at risk of dropping out of school. The Board desires to ensure that all students attend school in accordance with the state's compulsory education law and take full advantage of educational opportunities provided by the district and that students who are identified as chronically absent or truant receive appropriate support services and interventions as early as possible.

The Superintendent or designee shall establish a system to accurately track student attendance in order to identify individual students who are chronic absentees and truants, as defined in law and administrative regulation, and to identify patterns of absence throughout the district.

The Superintendent, attendance supervisor, or designee shall consult with students, parents/guardians, school staff, and community agencies, as appropriate, to identify factors contributing to chronic absence and truancy including a relation to grade level and student subgroup patterns of chronic absence and truancy.

The Superintendent, attendance supervisor, or designee shall develop a tiered approach to reducing chronic absence. Such an approach shall include strategies for preventing attendance problems, which may include, but are not limited to, efforts to provide a safe and positive school environment, relevant and engaging learning experiences, school activities that help develop students' feelings of connectedness with the school, including personalized relationships between students and teachers and/or support staff; school-based health services; letters alerting parents/guardians to the value of regular school attendance, and incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance.

The tiered approach shall also provide for early outreach to students as soon as they show signs of poor attendance or if they were chronically absent in the prior school year. Early intervention may include personalized outreach, individual attendance plans, and/or mentoring to students with moderate levels of chronic absence, with additional intensive, interagency wrap-around services for students with the highest level of absence.

Students with serious attendance problems shall be provided with interventions specific to their

needs, which may include, but are not limited to, health care referrals, transportation assistance, counseling, including trauma-informed practices for mental or emotional difficulties, academic supports, efforts to address school or community safety concerns, discussions with the student and parent/guardian about their attitudes regarding schooling, or other strategies to remove identified barriers to school attendance. The Superintendent, attendance supervisor, or designee may collaborate with child welfare services, law enforcement, courts, public health care agencies, other government agencies, and/or medical, mental health, and oral health care providers to make alternative educational programs and support services available for students and families.

The Superintendent or designee shall ensure that staff assigned to fulfill attendance-related duties are trained in implementing a trauma-informed approach to chronic absence and receive information about the high correlation between chronic absence and exposure to adverse childhood experiences.

Students who are identified as chronically absent or truant shall be subject to the interventions specified in law and administrative regulation.

A student's truancy, tardiness, or other absence from school shall not be the basis for suspension or expulsion. Alternative strategies and positive reinforcement for attendance shall be used whenever possible.

To provide students with an opportunity to make up lost instructional time and offset absences, the Superintendent or designee may implement an attendance recovery program for students in grades transitional kindergarten-12. Any such attendance recovery program shall be operated in accordance with Education Code 46211 and as specified in the accompanying administrative regulation.

The Superintendent, attendance supervisor, or designee shall periodically report to the Board regarding student attendance patterns in the district, including rates of chronic absence and truancy districtwide and for each school, grade level, and numerically significant student subgroup as defined in Education Code 52052. Such information shall be used to evaluate the effectiveness of strategies implemented to reduce chronic absence and truancy and to develop annual goals and specific actions for student attendance and engagement to be included in the district's local control and accountability plan and other applicable school and district plans. As appropriate, the Superintendent or designee shall engage school staff in program evaluation and improvement and in the determination of how to best allocate available community resources.

Legal Reference:

EDUCATION CODE

1740 Employment of personnel to supervise attendance (county superintendent)

37223 Weekend classes

41601 Reports of average daily attendance

46000 Records (attendance)

46010-46014 Absences

46110-46119 Attendance in kindergarten and elementary schools

46140-46147 Attendance in junior high and high schools

48200-48208 Children ages 6-18 (compulsory full-time attendance)

48225.5 Work permits, entertainment and allied industries

48240-48246 Supervisors of attendance

48260-48273 Truants

48290-48296 Failure to comply; complaints against parents

48320-48325 School attendance review boards

48340-48341 Improvement of student attendance

48400-48403 Compulsory continuation education

48900 Suspension and expulsion

49067 Unexcused absences as cause of failing grade

60901 Chronic absence

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act

PENAL CODE

270.1 Chronic truancy; parent/guardian misdemeanor

272 Parent/guardian duty to supervise and control minor child; criminal liability for truancy

830.1 Peace officers

VEHICLE CODE

13202.7 Driving privileges; minors; suspension or delay for habitual truancy

WELFARE AND INSTITUTIONS CODE

601-601.4 Habitually truant minors

11253.5 Compulsory school attendance

CODE OF REGULATIONS, TITLE 5

306 Explanation of absence

420-421 Record of verification of absence due to illness and other causes

COURT DECISIONS

L.A. v. Superior Court of San Diego County, (2012) 209 Cal.App.4th 976

Students

Board Policy No. 5148.3 Preschool/Early Childhood Education

Policy Adopted: Click or tap here to enter text.

Policy Reviewed: TBD

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 two-, 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.

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

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)

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.

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.

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.

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 preschool program is offered.

The Superintendent or designee 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)

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, subject to available space. (Education Code 48000.15)

A child'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 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.

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.

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

Staffing

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.

Eligibility, Enrollment, and Disenrollment

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)

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 17746-17748.

To receive preschool services, a child and the child's parent(s)/guardian(s) shall be required to provide evidence of residency in California, which may be established by providing evidence of a California street or post office address. 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)

The district's program shall not expel or unenroll a child or persuade or encourage a child's parents/guardians to voluntarily unenroll from the program based on the child's behavior, unless the expulsion or unenrollment is in accordance with the procedures specified in the accompanying administrative regulation.

When necessary due to a reduction in state reimbursements, families shall be disenrolled as specified in the accompanying administrative regulation.

Program Evaluation

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

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.

Complaints

The district's 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 CSPP. 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)

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	Description
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 17745	Admission requirements; residency
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 80067-80067.3	Prekindergarten-3 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	**Description**
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	**Description**
CA Commission on Teacher Credentialing Publication	Approval of Regulations Authorizing the New PK-3 Early Childhood Education Specialist Instruction Credential, Coded Correspondence 24-03, March 2024
California Department of Education Publication	Assessment and Reporting of Family Fees for Fiscal Year (FY) 2024-25, Early Education Division Management Bulletin 24-06, June 2024
California Department of Education Publication	California State Preschool Program Neighborhood School Eligibility Criteria to Enroll Three- and Four-Year-Old Children, Early Education Division Management Bulletin 24-01, January 2024
California Department of Education Publication	Preschool/Transitional Kindergarten Learning Foundations, Early Education Division Management Bulletin 24-07, August 2024

California Department of Education Publication	Data Collection for California State Preschool Programs Operated by a Local Educational Agency, Early Education Division Management Bulletin 24-08, August 2024
California Department of Education Publication	Early Childhood Division Federal Program Monitoring Instrument
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	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	Implementation of the Classroom Assessment Scoring System (CLASS) and CLASS Environment and Removal of the Environment Rating Scale for the California State Preschool Program (CSPP), Early Education Division Management Bulletin 23-10, December 2023
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	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 Association for the Education of Young Children
Website	California Head Start Association
Website	California Preschool Instructional Network
Website	Child Development Policy Institute
Website	First 5 California
Website	California Department of Social Services
Website	Cities Counties and Schools Partnership
Website	CSBA
Website	California Department of Education
Website	U.S. Department of Education

Cross References

Code	Description
0415	Equity
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
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6170.1 BP - Transitional Kindergarten

TRANSITIONAL KINDERGARTEN

The Board of Trustees desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The TK program shall assist students in developing the academic, social, and emotional skills needed to succeed in kindergarten and beyond. The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in the development, implementation, and evaluation of the district's TK program.

Eligibility

The district's TK program shall admit children as follows: (Education Code 48000):

1. For the 2024-25 school year, children whose fifth birthday is between September 2 and June 2

2. For the 2025-26 school year, and in each school year thereafter, children who turn four by September 1

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or childcare program, including, but not limited to, a Head Start program, a childcare center serving children through an alternative payment program, a general childcare and development program, a California State Preschool Program (CSPP), a migrant childcare and development program, childcare and development services for children with special needs, or a program serving children through a CalWORKs Stage 1, Stage 2, or Stage 3 program. (Education Code 48000)

Parents/guardians of eligible children shall be notified of the availability of the TK program and of the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary. On a case-by-case basis, a child whose fifth birthday is on or before September 1 may be admitted into the district's TK program upon request of a child's parents/guardians, if the Superintendent or designee, determines that it is in the child's best interest. At any time during the school year, the district may admit into the TK program a child whose fifth birthday is after the date specified for admittance for the applicable year as described above, provided that upon the recommendation of the Superintendent or designee, the Board determines that enrollment in a TK program is in the child's best interest and the child's parents/guardians approve. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

Additionally, the district may enroll an early enrollment child in TK whose fourth birthday is between June 3 and September 1, inclusive, preceding the school year during which they are enrolled in TK. The Superintendent or designee shall maintain any classroom that includes an early enrollment child with a classroom enrollment that does not exceed 20 students and an adult-to-student ratio of at least one adult to every 10 students.

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

Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education (CDE). It shall be designed to facilitate students' development in essential knowledge and skills related to language and literacy, mathematics, physical development, health, visual

and performing arts, science, history-social science, English language development, and social-emotional development.

Students in TK are not required to be assessed in English listening and speaking for purposes of initial identification as an English learner. However, the district shall conduct the Home Language Survey during enrollment to identify whether the primary or native language of a student is other than English.

The Board shall establish the length of the school day in the district's TK program, which shall be at least three hours but no more than four hours long, including recess but excluding noon intermission, except for TK students enrolled in expanded learning opportunity programs provided by the district pursuant to Education Code 46120.

If the district has adopted an extended-day kindergarten, the length of the school day for the TK program may be different than the length of the school day for the kindergarten program either at the same or different school sites. The Superintendent or designee shall annually report to CDE as to whether the district's TK programs are offered full day, part day, or both. (Education Code 8973, 37202, 46111, 46115, 46117, 48003)

The Superintendent or designee shall collaborate with parents/guardians and relevant community groups, in accordance with the plan developed for how all children in the attendance area of the district will have access to full-day learning programs the year before kindergarten that meet the needs of parents/guardians, including through partnerships with the district's expanded learning offerings, the After School Education and Safety Program, CSPP, Head Start programs, and other community-based early learning and care programs. TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

TK students may be commingled in the same classroom with four-year-old students from a CSPP program as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8207, 48000):

1. The classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten

2. An observation using the Classroom Assessment Scoring System (CLASS) tool and CLASS Environmental tool are completed for the classroom

3. All children enrolled for 10 or more hours per week are evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272

4. The classroom is taught by a teacher that holds a credential issued by the Commission on Teacher Credentialing (CTC) in accordance with Education Code 44065 and 44256

5. The classroom is in compliance with the adult-child ratio specified in Education Code 8241

6. Contractors of the district report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068 except for contractors of the TK program The district shall maintain an average TK class enrollment of not more than 24 students for each school site, not including students who are continuously enrolled in and meet the minimum day requirement for independent study for more than 14 school days in a school year. (Education Code 48000)

Staffing

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from CTC that authorizes such instruction. A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2025, have at least 24 units in early childhood education and/or child

development, comparable professional experience in a preschool setting, and/or a child development teacher permit or an early childhood specialist credential issued by CTC. (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children, including, but not limited to, developing competencies in serving inclusive classrooms and dual language learners. The district shall maintain an average of at least one adult for every 12 students for TK classrooms and, contingent upon an appropriation of funding, maintain an average of at least one adult for every 10 students commencing with the 2025-26 school year. (Education Code 48000)

Continuation to Kindergarten

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance. However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year. A student shall not attend more than two years in kindergarten or a combination of TK and kindergarten. (Education Code 46300)

Assessment

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. The Superintendent or designee shall monitor and regularly report to the Board regarding program implementation, the progress of students in meeting related academic standards, and student preparedness for future education.

Instruction

EDUCATION OF ENGLISH LANGUAGE LEARNERS

The Board of Trustees intends to provide English learners with challenging curriculum and instruction that maximize the attainment of high levels of proficiency in English, advance multilingual capabilities, and facilitate student achievement in the district's regular course of study.

English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level. Such instruction shall be based on sound instructional theory, be aligned with state content standards, emphasize inquiry-based learning and critical thinking skills, and be integrated across all subject areas.

No middle or high school student who is an English learner shall be denied enrollment in any of the following: (Education Code 60811.8)

1. Courses in the core curriculum areas of reading/language arts, mathematics, science, and history/social science, courses required to meet state and local high school graduation requirements, or courses required for middle school grade promotion

   However, a middle or high school student who is a newcomer student or an immigrant child or youth, as defined in 20 USC 7011, or is a student participating in a program designed to meet the academic and transitional needs of newcomer students and that has as its primary objective the development of English language proficiency, may be denied enrollment in any of the courses stated above if the course of study provided to the student is designed to remedy academic deficits incurred during participation and is reasonably calculated to enable the student to attain parity of participation in the standard instructional program within a reasonable length of time after the student enters the school system.

2. A full course load of courses specified in Item #1 above

3. Other courses that meet the "A-G" course requirements for college admission or are advanced courses such as honors or Advanced Placement courses, on the sole basis of the student's classification as an English learner

The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners and long-term English learners, in accordance with Board Policy and Administrative Regulation 0460 - Local Control and Accountability Plan.

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners. The Superintendent or designee may also provide an English development literacy training program for parents/guardians and community members so that they may better support students' English language development.

Staff Qualifications and Training

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula,

assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.

Identification and Assessment

The Superintendent or designee shall maintain procedures for the early identification and assessment of the proficiency of English learners at all grade levels, except transitional kindergarten, using the English Language Proficiency Assessments for California (ELPAC). To oversee test administration, the Superintendent or designee shall annually designate a district ELPAC coordinator and a site coordinator for each test site in accordance with 5 CCR 11518.40-11518.45.

Once identified as an English learner, a student shall be annually assessed for language proficiency until the student is reclassified based on criteria specified in the accompanying administrative regulation.

In addition, English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 853. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 853)

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

Language Acquisition Programs

The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. (Education Code 306; 5 CCR 11300)

At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306; 5 CCR 11309)

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

1. A dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second

language proficiency, and cross-cultural understanding

2. A transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards

The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. The Superintendent or designee shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)

Whenever a student is identified as an English learner based on the results of the ELPAC, the student's parents/guardians may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310; 5 CCR 11311)

Reclassification/Redesignation

When an English learner has acquired a reasonable level of English proficiency, as determined based on state and district reclassification criteria pursuant to Education Code 52164.6, or upon the request of the parent/guardian of an English learner, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The criteria for determining whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ELPAC

2. Evaluation by the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student, including, but not limited to, a review of the student's curriculum mastery and academic performance

3. Parent/guardian involvement, including:

a. Notice to parents/guardians of language reclassification and placement, including a description of the reclassification process and the parent/guardian's opportunity to participate

b. Encouragement of parent/guardian participation in the district's reclassification procedure, including seeking parent/guardian opinion and consultation during the reclassification process

c. Provision of an interpreter for the parent/guardian, when necessary

4. Comparison of student performance on an objective assessment of basic skills in English against an empirically established range of performance in basic skills, based on the performance of English proficient students of the same age, which demonstrates whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English

The student's language proficiency assessments, the participants in the reclassification process, and any decisions regarding reclassification shall be retained in the student's permanent record. (5 CCR 11305)

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

The Superintendent or designee shall monitor students for at least four years following their reclassification to ensure the students have not prematurely exited, any academic deficit incurred through participation in the English learner program has been remedied, and the students are meaningfully participating in the standard instructional program compared to students who had never participated in an English learner program. (5 CCR 11304; 20 USC 6841)

Program Evaluation

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English

2. The number and percentage of English learners reclassified as fluent English proficient

3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners as defined in Education Code 313.1

4. The achievement of English learners on standards-based tests in core curricular areas

5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309

6. Progress toward any other goals identified in the district's LCAP for English learners and long-term English learners as defined in Education Code 52052

7. A comparison of current data with data from at least the previous year in regard to Items #1-6 above

8. A comparison of data between the different language acquisition programs offered by the district

The Superintendent or designee shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.

Bylaws of the Board

9240 Board Development

Policy Adopted: June 1, 2017

Revised: April 3, 2025

BOARD DEVELOPMENT

The Governing Board believes that the Board's ability to effectively and responsibly govern the district is essential to promoting student achievement, building positive community relations, and protecting the public interest in district schools. Board members shall be provided sufficient opportunities for professional development that helps them understand their responsibilities, stay abreast of new developments in education, and develop boardmanship skills.

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)

Unless a Board member's term expires before January 1, 2026, each member shall complete ethics training per Government Code 53244-53235.2 by January 1, 2026, and at least once every two years thereafter. (Government Code 53235)

Once completed, the Board member shall inform the Board president and Superintendent, who shall ensure that records are retained for each Board member's participation in the required ethics training.

The Board and/or the Superintendent or designee shall provide an orientation to newly elected or appointed Board members which includes comprehensive information regarding Board roles, policies, and procedures and the district's vision and goals, operations, and current challenges. Throughout their tenure, Board members shall continue to participate in additional educational opportunities designed to assist them in understanding the principles of effective governance, including, but not limited to, information on school finance and budgets, student achievement and assessment, labor relations, community relations, program evaluation, open meeting laws (the Brown Act), conflict of interest laws, and other topics necessary to govern effectively and in compliance with law.

(cf. 9320 - Orientation)

All Board members are encouraged to continuously participate in advanced training offered by the California School Boards Association in order to reinforce boardsmanship skills and build knowledge related to key education issues. Such activities may include online courses, webinars, webcasts, and in-person attendance at workshops and conferences. In addition, workshops and consultations may be held within the district on issues that involve the entire governance team.

Funds for board training shall be budgeted annually for the Board and each Board member. In selecting appropriate activities, the Board and/or individual Board members shall consider activities that are aligned with the district's vision and goals and the needs of the Board or individual member to obtain specific knowledge and skills. The Board shall annually develop a board training calendar in order to schedule and track board training activities and to schedule opportunities for Board members to report on the activities in which they participated.

(cf. 9250 - Remuneration, Reimbursement, and Other Benefits)

(cf. 9320 - Meetings and Notices)

Board members shall report to the Board, orally or in writing, on the board training activities they attend, for the purpose of sharing the acquired knowledge or skills with the full Board and enlarging the benefit of the activity to the Board and district.

Legal Reference:
GOVERNMENT CODE
54950-54963 The Ralph M. Brown Act, especially:
54952.2 Meeting

Bylaws of the Board

9270 Conflict of Interest

Policy Adopted: June 1, 2017

Revised: April 3, 2025

CONFLICT OF INTEREST

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no "District Official," defined as a Board member, or position designated in the district's conflict of interest code, shall participate in the making of any decision for the district when the decision will or may be affected by the District Official's financial, family, or other personal interest or consideration, as defined by law.

Additionally, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which the Board member's relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, niece, nephews, and the similar family of the individual's spouse/registered domestic partners unless the individual is widowed or divorced.

Conflict of Interest Code

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, delineates the District Officials, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body.

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87603.5)

When a change in the District's conflict of interest code is necessitated ~~by~~ due to changed circumstances, such as the creation of new District Officials or changes to the duties of District Officials, the Board shall amend the code, which shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 84306)

When reviewing and preparing conflict of interest codes, the District shall provide officers, employees, consultants, and members of the community adequate notice and fair opportunity to present their views. (Government Code 85311)

(cf. 4117.2/4217.2/4317.2 - Resignation)
(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

A Board member, designated employee or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect" which is distinguishable from the effect on the public generally, on one or more of the Board member, designated employee or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700.-2 CCR 18700-18709)

A District Official makes a governmental decision when, acting within the authority of the office or position, the District Official authorizes or directs any action on a matter, votes or provides information or opinion on it contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a District Official is not prohibited from participating in the making of a contract in which the District Official has a financial interest if such participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR ~~18795~~ 18705.

Conflict of Interest from Campaign Contributions

Prior to the district rendering a decision in a proceeding before the district involving a contract, license, permit, or other entitlement for use, as defined by Government Code 84308, a Board member whose campaign committee received a contribution of more than $500 from any party or participant to the proceeding, or from an agent of such a party or participant, in the prior 12 months, and the party who made such a contribution, shall both publicly disclose that fact on the record of the proceeding. Additionally, if a Board member willfully or knowingly received a contribution to the Board member's campaign committee of more than $500 from any party or participant to such a proceeding, or from an agent of a party or participant, in the prior 12 months, and knows or has reason to know that the participant has a financial interest in the district's decision, the Board member shall not make, participate in making, or in any way attempt to use the Board member's official position to influence the district's decision in the proceeding. However, a Board member may make, participate in making, or attempt to use the Board member's official position to influence the decision if the contribution is returned within 30 days after the decision was made or after the Board member knows or should have known about the contribution and the proceeding, whichever is later. All Board members and the Superintendent are prohibited from accepting, soliciting, or directing a contribution of more than $500 to a candidate or ballot measure campaign committee from any party or participant to a proceeding before the district involving a contract, license, permit, or other entitlement for use, as defined by Government Code 84308, or from an agent of a party or participant, while the proceeding is pending before the district and for 12 months following the date the district renders a final decision in the proceeding, if the Board member or Superintendent knows or has reason to know that the participant has a financial interest in the district's decision. However, if a Board member or the Superintendent does accept, solicit, or direct such a contribution during those 12 months but did not do so knowingly or willingly, the Board member or the Superintendent may cure the violation by ensuring that the contribution, or the portion exceeding $500, is returned within 30 days of accepting, soliciting, or directing the contribution. The Board member or Superintendent shall maintain records of curing the violation. (Government Code 84308) For a Board member or the Superintendent, a proceeding becomes "pending" when an item involving the contract, license, permit, or other entitlement for use, as defined by Government Code 84308, is placed on a Board agenda for discussion or decision or when it is reasonably foreseeable that the proceeding will come before the

district for a decision. For a party or participant, and the agent of a party of participant, a proceeding becomes "pending" when an application is filed with the district, or, if the proceeding process does not require an application, when the proceeding is before the district for a decision or other action. (Government Code 84308) The contributions disclosure requirements and restrictions above do not apply to contracts that are required to be competitively bid, labor contracts, personal employment contracts, contracts valued under $50,000, contracts where no party receives financial compensation, or contracts with another governmental agency. (Government Code 84308)

Form 700

Each District Official shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. An individual who ceases to be a District Official shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date the individual ceased to be a District Official. (Government Code 87302)

Additional Requirements for Boards that Manage Public Investments

Any Board member, district employee, or district consultant who manages public investments, as defined by Government Code 87200, and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required

2. Not discuss or vote on the matter, or otherwise act in violation of Government Code 87100 3 For a Board member, the Board member shall not be counted toward achieving a quorum while the item is discussed.
3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded However, the Board member, district employee, or district consultant who manages public investments, as defined by Government Code 87200, may speak on the issue during the time that the general public speaks on it. Additionally, for a Board member, if the matter has been placed on the consent calendar, the Board member shall abstain from voting on the consent calendar or, if the Board removes the item from the consent calendar, the Board member shall abstain from voting on the item. In any event, the Board member shall refrain from discussing or voting on the item. However, the Board member is not required to leave the room during consideration of the consent calendar.

4. If a decision is made during closed session, disclose the interest orally during the open session preceding the closed session This disclosure shall be limited to a declaration that the recusal is because of a conflict of interest pursuant to Government Code 87100. The Board member, district employee, or district consultant who manages public investments, as defined by Government Code 87200, shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the decision.

Conflict of Interest under Government Code 1090
A District Official shall not be financially interested in any contract made by the district, including in the development, internal discussions, negotiations, modifications, planning, deliberation of issues and specifications for bids. If a District Official has such a financial interest in a contract made by the district, the contract is void. (Government Code 1090)

Remote Interest Exception to Government Code 1090

A Board member shall not be considered to be financially interested in a contract in which there is only a "remote interest," as defined in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

A District Official shall not be considered to be financially interested in a contract if the interest is a reimbursement for actual and necessary expenses incurred in the performance of official duties, in the employment of spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other "noninterest" specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

A District Official shall abstain from any official action in which the District Official's private or personal interest may conflict with official duties pursuant to the common law doctrine against conflict of interest.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office, which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

Gifts

District Official may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

Gifts of travel and related lodging and subsistence shall be subject to the above limitations except as described in Government Code 89506.

1. The travel is in connection with a speech given by a District Official provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the District for Board members and designated employees. (Government Code 89506)

Honoraria

District Official shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term "honorarium" does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches.
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes.

Advice

Any District Official, who, in good faith, believes that they may be subject to the requirements of this Bylaw and has questions, is unclear, or is unsure regarding the application of the requirements of this Bylaw to any particular instance or situation, may seek advice from the district's legal counsel with the permission of the Superintendent, Board President, or majority of the Board.

Training

Unless a Board member's term expires prior to January 1, 2026, each Board member shall complete ethics training in accordance with Government Code 53234-53235.2 by January 1, 2026, and at least once every two years thereafter as specified in Board Bylaw 9240 - Board Training.

See Resolution No. 1539.08/14- Adopting a Conflict of Interest Code

Legal Reference:
EDUCATION CODE
1006 Qualifications for holding office
35107 School district employees
35230-35240 Corrupt practices, especially:
35233 Prohibitions applicable to members of governing boards
4100-41003 Moneys received by school districts
41015 Investments
FAMILY CODE
297.5 Rights, protections, and benefits of registered domestic partners
GOVERNMENT CODE
1090-1099 Prohibitions applicable to specified officers
1125-1129 Incompatible activities
8100-91014 Political Reform Act of 1974, especially:
82011 Code reviewing body
82019 Definition, designated employee
82028 Definition, gift
82030 Definition, income

CONFLICT OF INTEREST

82033 Definition, interest in real property
82034 Definition, investment
871000 87103.6 General prohibitions
87200- 87210 Disclosure
87300- 87313 Conflict of interest code
87500 Statements of economic interests
89501-89503 Honoraria and gifts
89506 Ethics; travel
9100-091014 Enforcement
PENAL CODE
85-88 Bribes
REVENUE AND TAXATION CODE
203 Taxable and exempt property - colleges
CODE OF REGULATIONS, TITLE 2
18110-18997 Regulations of the Fair Political Practices Commission, especially:
18700-18707 General prohibitions
18722-18740 Disclosure of interests
18750.1-18756 Conflict of interest codes
COURT DECISIONS
McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)
Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261
Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469
Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655
Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: MEMORANDUM OF UNDERSTANDING (MOU) Between Mountain View Whisman School District (MVWSD) And Mountain View Los Altos High School School District (MVLA) for Use of Auditoriums

Estimated Time:

Person Responsible:
Rebecca Westover, Ed.D., Chief Business Officer

Background:
The Mountain View Whisman School District (MVWSD) will enter into a Memorandum of Understanding (MOU) with the Mountain View Los Altos High School District (MVLA) for use of MVWSD theater facilities during summer 2025 while their facilities are under construction. The agreement outlines MVLA's scheduled access to the Graham and Crittenden theaters for rehearsals and graduation-related events. While MVWSD will not charge rental fees, MVLA will reimburse all direct costs associated with the use of the facilities, including staffing and custodial services.

Fiscal Implication:
None

Recommended Action:
It is recommended that the board of trustees approve the MOU as presented.

ATTACHMENTS:

Description	Type	Upload Date
MOU for Use of Theater Facilities	Backup Material	4/7/2025

MEMORANDUM OF UNDERSTANDING (MOU)
Between
Mountain View Whisman School District (MVWSD)
And
Mountain View Los Altos High School School District (MVLA)

Subject: Use of Theater Facilities – Summer 2025

This Memorandum of Understanding (MOU) is entered into by and between the **Mountain View Whisman School District (MVWSD)** and the **Mountain View Los Altos High School District (MVLA)** for the use of MVWSD theater facilities during the summer of 2025.

1. Purpose

The purpose of this agreement is to outline the terms under which MVWSD will provide access to its theater spaces for MVLA rehearsals and graduation-related events.

2. Use of Facilities

MVWSD agrees to provide access to its theater facilities at Graham and Crittenden for MVLA on the following dates and times:

Scheduled Use of Facilities (all dates are for Graham unless stated otherwise)**:**

- **Monday, June 9**: 9:30 AM – 3:30 PM – Rehearsal
- **Tuesday, June 10**: 9:30 AM – 3:30 PM – Rehearsal
- **Wednesday, June 11**: 9:30 AM – 3:30 PM – Rehearsal
- **Thursday, June 12**: 9:30 AM – 3:30 PM – Rehearsal
- **Friday, June 13**: 9:30 AM – 3:30 PM – Rehearsal
- **Saturday, June 14**: 9:30 AM – 3:30 PM – Rehearsal
- **Monday, June 16**: 9:30 AM – 3:30 PM – Rehearsal
- **Tuesday, June 17**: 9:30 AM – 3:30 PM – Rehearsal
- **Wednesday, June 18**: 9:30 AM – 3:30 PM – Rehearsal
- **Thursday, June 19**: 9:30 AM – 6:30 PM – Stop Tech
- **Friday, June 20**: 9:30 AM – 3:30 PM – Rehearsal
- **Monday, June 23**: 9:30 AM – 3:30 PM – Cast Rehearsal & Pit Rehearsal
- **Monday, June 23**: 5:00 PM – 9:00 PM – Sitz Probe
- **Tuesday, June 24**: 9:30 AM – 3:30 PM – Rehearsal
- **Tuesday, June 24**: 5:00 PM – 9:00 PM – Dress 1
- **Wednesday, June 25**: 9:30 AM – 3:30 PM – Rehearsal
- **Wednesday, June 25**: 1:00 PM – 3:00 PM – Cohort 1 Rehearsal (Crittenden)
- **Wednesday, June 25**: 5:00 PM – 9:00 PM – Dress 2
- **Thursday, June 26**: 9:30 AM – 3:30 PM – Rehearsal
- **Thursday, June 26**: 1:00 PM – 3:00 PM – Cohort 2 Rehearsal (Crittenden)

- **Thursday, June 26**: 5:00 PM – 9:00 PM – Dress 3
- **Friday, June 27**: TBD – Dress or Performance
- **Friday, June 27**: 2:00 PM – 8:30 PM – Graduation Ceremony (including setup and breakdown) (Crittenden)
- **Saturday, June 28**: TBD – Performance
- **Sunday, June 29**: TBD – Performance

3. Reimbursement Terms

MVWSD will **not charge rental fees** for the use of its theater facilities. However, MVLA agrees to **reimburse MVWSD for all direct costs incurred**, including but not limited to staffing, custodial support, utilities, and technical assistance as necessary. MVWSD will provide a detailed invoice following the conclusion of the events.

4. Partnership Acknowledgment

MVWSD values its continued partnership with MVLA and is happy to support this important work for students and families. Both districts are committed to working collaboratively to ensure a smooth and successful experience for all participants.

5. Agreement Term

This MOU is effective for the period of **June 9, 2025, through June 29, 2025**, and may be extended or modified upon mutual written agreement by both parties.

Authorized Representatives:

Mountain View Whisman School District
By: _____
Name:
Title:
Date:

Mountain View Los Altos School District
By: _____
Name:
Title:
Date:

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Reoccurring Credit Card Charges

Estimated Time:

Person Responsible:
Rebecca Westover, Ed.D., Chief Business Officer

Background:
The District utilizes credit card payments for a limited number of recurring charges when vendors do not accept purchase orders or checks. These charges are necessary for key operational services including communications, data backup, website security, and email systems. Current recurring charges include:

- **Drip** – Email marketing tool for district newsletters
- **Namecheap** – Domain name and certificate provider
- **Backblaze** – Offsite server and laptop data backup service
- **Hootsuite** – Social media management tool for district and school communication

Recurring credit card charges are only used when no other payment method is accepted by the vendor. Efforts are made to pay annually when possible to reduce frequency and cost. All credit card charges are tracked, reviewed, and monitored by the District's Purchasing Technician to ensure compliance and transparency.

Fiscal Implication:

Recommended Action:
Informational only, no action requested.

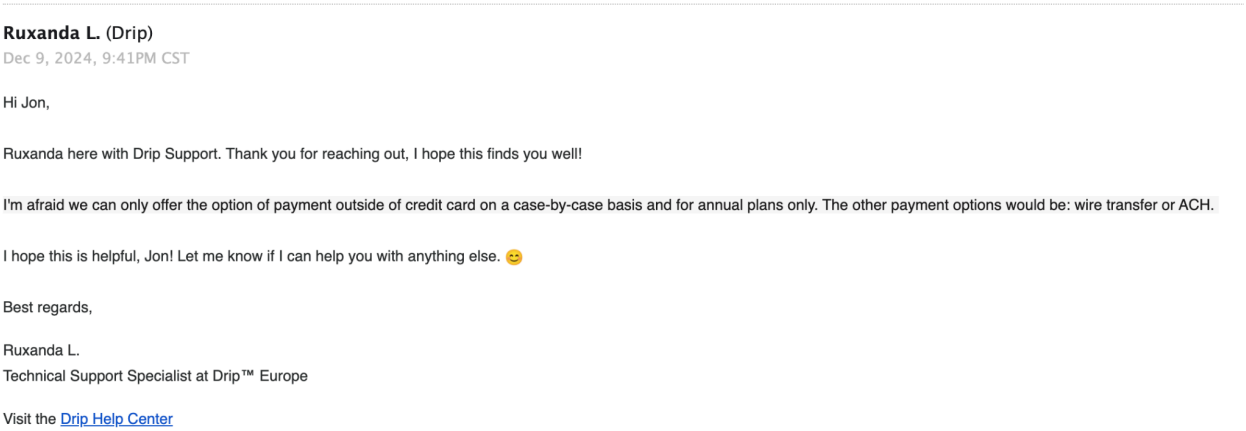
ATTACHMENTS:

Description	Type	Upload Date
Reoccurring Credit Card Charges Backup	Backup Material	4/14/2025

Credit Card Recurring Charges

Ref.	Vendor	Description	Amount	Charge Date	Frequency	Justification	Backup	SACS	Requested by
1	Drip	Marketing tool to send Health & Wellness and IT newsletters, weekly tech tips	$39.00	Jan. 3	Monthly	Digital payment only	D…	010-9590-0-5846-00-0000-2420-000000-009-0580	Jon Aker
2	Namecheap	Domain name certificate for mvwsdconnect.com and mvwsdconnect.net	$34.32	Jan. 13	Annually	Digital payment only	N…	010-9590-0-5846-00-0000-2420-000000-009-0580	Jon Aker
3	Backblaze	Storage for an offsite backup of all servers	$792.00	Oct. 9	Annually	Digital payment only	B…	010-9590-0-5846-00-0000-2420-000000-009-0570	Jon Aker
4	Namecheap	Domain name certificate for mvwsd.org address	$16.98	Nov. 15	Annually	Digital payment only	N…	010-9590-0-5846-00-0000-2420-000000-009-0580	Jon Aker
5	Backblaze	Data backup service for Windows laptops	$80.62	Dec. 18	Monthly	Digital payment only	B…	010-9590-0-5846-00-0000-2420-000000-009-0570	Jon Aker
6	Hootsuite	Social Media management for district & sites	$2,988.00	Dec. 26	Annually	Digital payment only	P…	010-0000-0-5830-00-0000-7100-000000-009-0600	Shelly Hausman

Drip is a monthly subscription. I contacted the company on 12/9/2024 asking if they accepted purchase orders or checks for payments and whether we could pay up front with a check. I was told that they only accept credit cards or debit cards for payment and that annual plans were reserved for larger accounts.



Ruxanda L. (Drip)
Dec 9, 2024, 9:41PM CST

Hi Jon,

Ruxanda here with Drip Support. Thank you for reaching out, I hope this finds you well!

I'm afraid we can only offer the option of payment outside of credit card on a case-by-case basis and for annual plans only. The other payment options would be: wire transfer or ACH.

I hope this is helpful, Jon! Let me know if I can help you with anything else. 😊

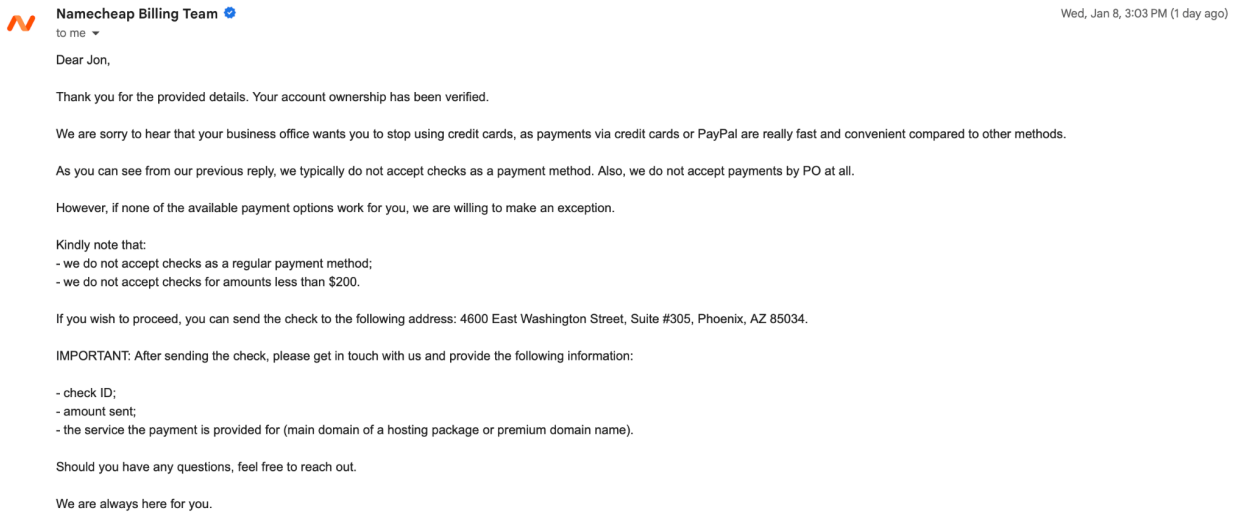
Best regards,

Ruxanda L.
Technical Support Specialist at Drip™ Europe

Visit the Drip Help Center

The Technology uses Drip to send out the monthly Technology newsletters, the weekly tech tips, and the Health & Wellness department uses it to send out their newsletters.

We use Namecheap as the registrar for all of our domain names and our wildcard certificate. I contacted the company to find out if they accepted POs instead of credit cards. They do not and said they could only accept checks over $200.



Namecheap Billing Team Wed, Jan 8, 3:03 PM (1 day ago)
to me

Dear Jon,

Thank you for the provided details. Your account ownership has been verified.

We are sorry to hear that your business office wants you to stop using credit cards, as payments via credit cards or PayPal are really fast and convenient compared to other methods.

As you can see from our previous reply, we typically do not accept checks as a payment method. Also, we do not accept payments by PO at all.

However, if none of the available payment options work for you, we are willing to make an exception.

Kindly note that:
- we do not accept checks as a regular payment method;
- we do not accept checks for amounts less than $200.

If you wish to proceed, you can send the check to the following address: 4600 East Washington Street, Suite #305, Phoenix, AZ 85034.

IMPORTANT: After sending the check, please get in touch with us and provide the following information:

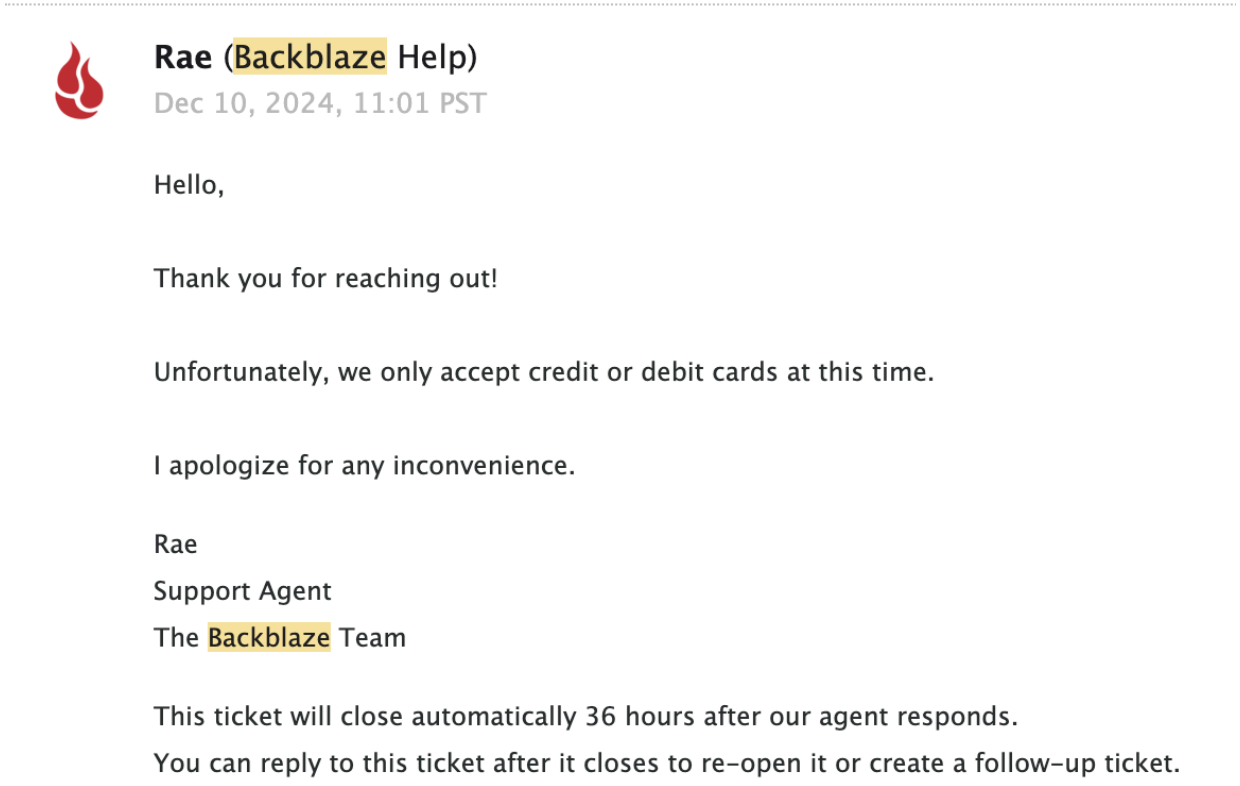
- check ID;
- amount sent;
- the service the payment is provided for (main domain of a hosting package or premium domain name).

Should you have any questions, feel free to reach out.

We are always here for you.

The domains we have with Namecheap include mvwsd.org and mvwsd.net both of which we depend on for email delivery for students and staff. The wildcard certificate is used to provide encryption for all of our websites. We can easily see what domains we would need to renew for that year and so there would only be one charge per year.

Backblaze has both annual and monthly subscriptions. I contacted the company on 12/10/2024 asking if they accepted purchase orders or checks for payments and whether we could pay up front with a check. I was told that they only accept credit cards or debit cards for payment.



Rae (Backblaze Help)
Dec 10, 2024, 11:01 PST

Hello,

Thank you for reaching out!

Unfortunately, we only accept credit or debit cards at this time.

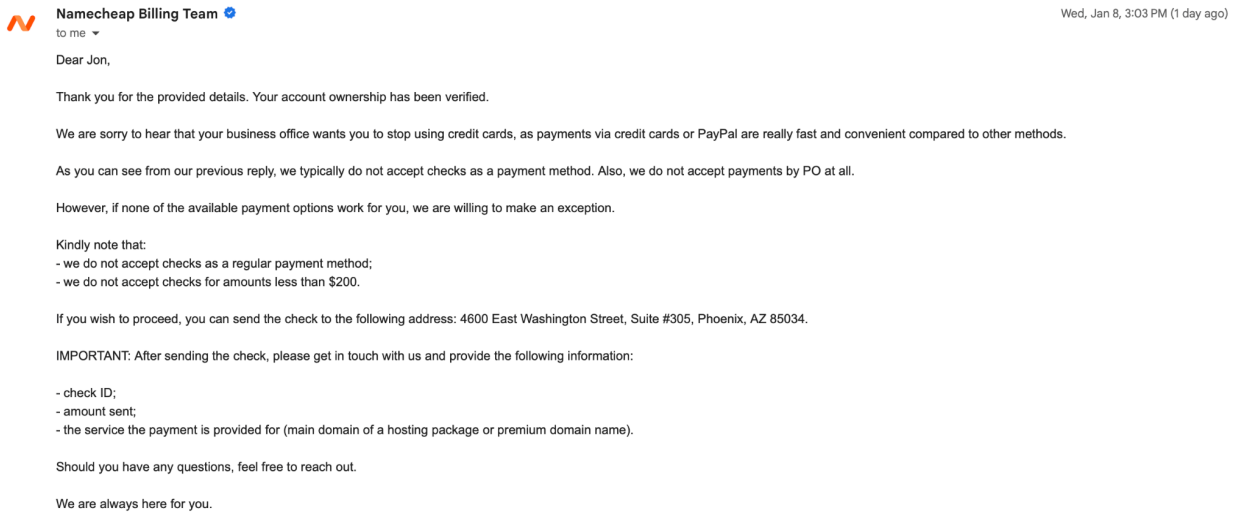
I apologize for any inconvenience.

Rae
Support Agent
The Backblaze Team

This ticket will close automatically 36 hours after our agent responds.
You can reply to this ticket after it closes to re-open it or create a follow-up ticket.

We use Backblaze for two services. The annual service is the Backblaze backup software that we use to back up data on the Windows laptops for Business, HR. Superintendent, and Technology departments. The second is a monthly service that we use to store an offsite backup for all of our servers.

We use Namecheap as the registrar for all of our domain names and our wildcard certificate. I contacted the company to find out if they accepted POs instead of credit cards. They do not and said they could only accept checks over $200.



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- the service the payment is provided for (main domain of a hosting package or premium domain name).

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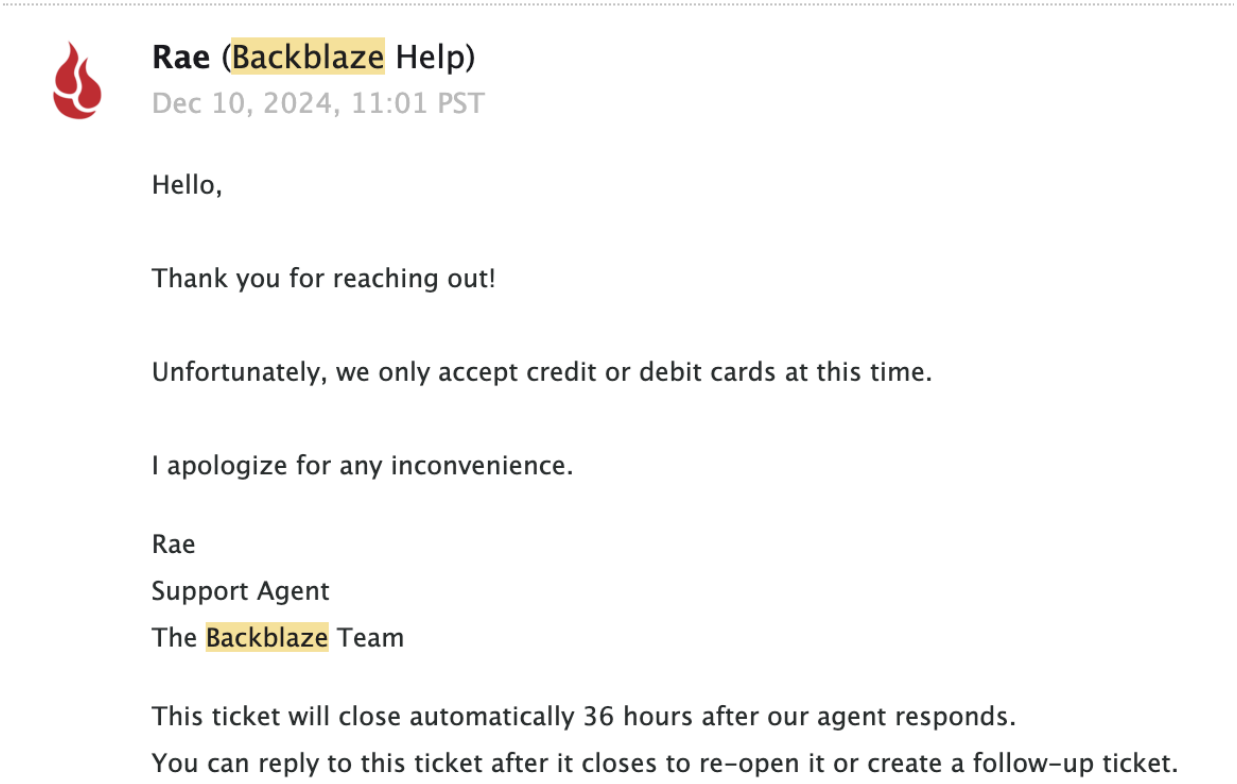

Rae (Backblaze Help)
Dec 10, 2024, 11:01 PST

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Rae
Support Agent
The Backblaze Team

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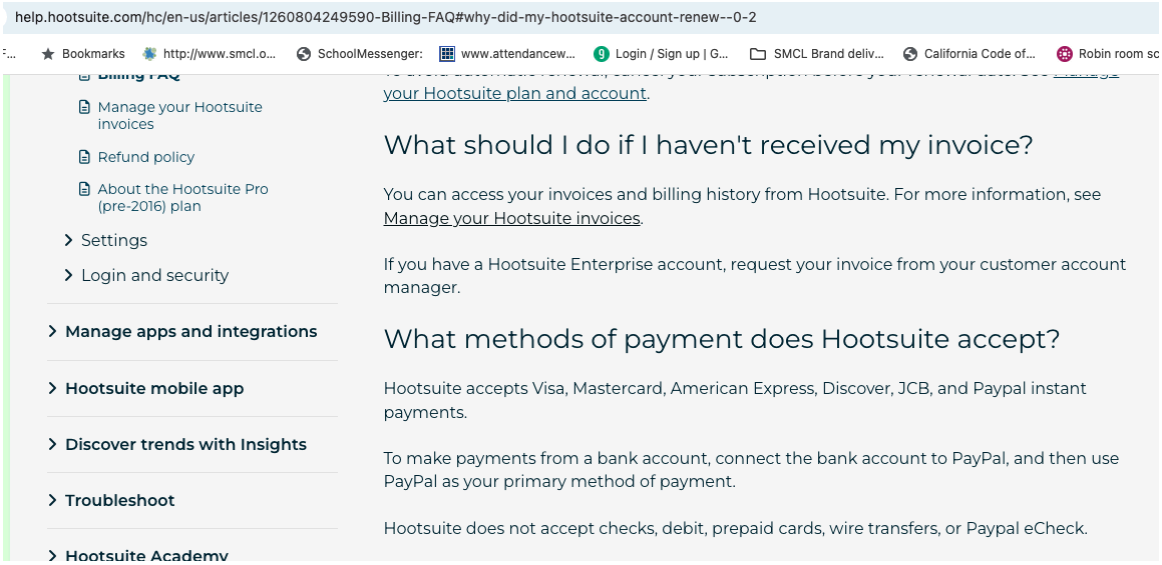
You can reply to this ticket after it closes to re-open it or create a follow-up ticket.

We use Backblaze for two services. The annual service is the Backblaze backup software that we use to back up data on the Windows laptops for Business, HR. Superintendent, and Technology departments. The second is a monthly service that we use to store an offsite backup for all of our servers.

Purchasing request: Hootsuite, Dec 4, 2024

Process:
1. Check if they will accept a check monthly and open a Blanket PO and we can pay monthly

Hootsuite only accepts electronic payments. Please see below



2. Check if we can pay for a year of service up front

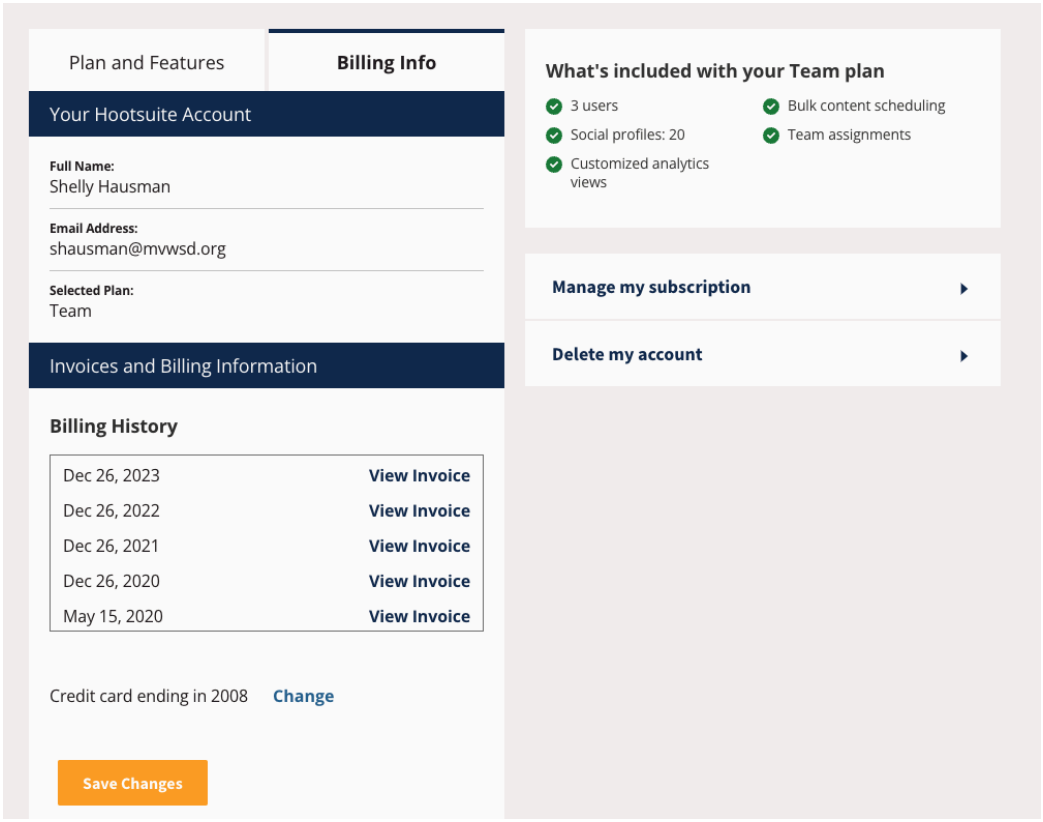
We can and have paid annually in the past by credit card

3. If neither is possible, we can put it on the "purchasing" credit card
1. Write a statement that you tried to do both numbers 1 and 2 above

Hootsuite accepts only electronic payments, with the option to pay either monthly or annually. Our department prefers an annual payment of $2,988.00 for consistency and a small price break. See the below screenshot for backup on billing and account features.

2. Write a statement of what the charges are for and why it is needed for operations
*we will attach your statements to each purchase every month as backup

MVWSD Communications Department (2 people) uses Hootsuite daily to manage 15 social media accounts (Instagram, Facebook and Twitter) for both the district and schools. It streamlines the process of managing multiple social media platforms from a single dashboard. It has features like scheduling posts in advance, tracking engagement metrics, and monitoring social media conversations in real-time. It greatly reduces the time needed to log into individual accounts, post content manually, or analyze performance separately. Additionally, the team collaboration tool allows us to delegate tasks, work on content together and share and “approve” posts. The time saved enables us to focus on strategy and creativity, so that we are engaging parents and the community online, sharing important information about services and programs and the results of our District’s efforts.


Plan and Features
Billing Info
Your Hootsuite Account
Full Name:
Shelly Hausman
Email Address:
shausman@mvwsd.org
Selected Plan:
Team
Invoices and Billing Information
Billing History
Dec 26, 2023 View Invoice
Dec 26, 2022 View Invoice
Dec 26, 2021 View Invoice
Dec 26, 2020 View Invoice
May 15, 2020 View Invoice
Credit card ending in 2008 Change
Save Changes
What's included with your Team plan
3 users
Social profiles: 20
Customized analytics views
Bulk content scheduling
Team assignments
Manage my subscription
Delete my account

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Quarterly Report on Williams Uniform Complaints

Estimated Time:

Person Responsible: Cathy Baur, Associate Superintendent

Background:
In accordance with Education Code 335186(c), the District must report summarized data on the nature and resolution of all Williams Uniform Complaints to the Board of Trustees of the school district and the county superintendent on a quarterly basis.

Fiscal Implication:
None.

Recommended Action:
That the Board of Trustees accept the Quarterly Report, as presented.

ATTACHMENTS:

Description	Type	Upload Date
Williams Quarterly Report	Backup Material	4/14/2025

Academic School Year 2024-25
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186]

District: Mountain View Whisman School District

Person completing this form: Cathy Baur **Title:** Associate Superintendent

Quarterly Report Submission Date: ☐ **Jul 1 – Sep 30, 2024 (due Oct 27, 2024)**

☐ **Oct 1 – Dec 31, 2024 (due Jan 27, 2025)**

☒ **Jan 1 – Mar 31, 2025 (due Apr 27, 2025)**

☐ **Apr 1 – Jun 30, 2025 (due Jul 27, 2025)**

Date for information to be reported publicly at governing board meeting: 4/24/2025

Please check the box that applies:

☒ **No complaints were filed with any school in the district during the quarter indicated above.**

☐ **Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.**

GENERAL SUBJECT AREA	TOTAL # OF COMPLAINTS	# RESOLVED	# UNRESOLVED
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignments	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Superintendent: Jeffrey Baier
Print Name of District Superintendent

_____
Signature of District Superintendent

_____
Date

Please scan the original signed copy and email to:
Santa Clara County Office of Education – Educational Progress Division
Williams Settlement, wsettlement@sccoe.org

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Change Order #4 Justification: District Wide Window Replacement Project

Estimated Time:

Person Responsible:
Rebecca Westover, Ed.D., Chief Business Officer

Background:
During the District Wide Window Replacement Phase 1 and Phase 2 Project, District requests, unforeseen conditions and design revisions have occurred, resulting in revisions to the scope of the original project.

These additions/changes require contingency money to be used. A construction contingency of $1,677,552.00 has been budgeted for this project.

Change Order #4 which is a credit to the District in the amount of ($328,687.00) will decrease the E.F. Brett contract amount to $17,623.330.00.

Fiscal Implication:
This contract is charged to Measure T. As this change order is a net credit back to the District, here is no impact to the project budget.

Recommended Action:
It is recommended that the Board of Trustees approve Change Order #4 for the District Wide Window Replacement Project.

ATTACHMENTS:

Description	Type	Upload Date
MVWSD Window Replacement - EFB - Change Order 4 Recommendation	Backup Material	4/15/2025

April 24th, 2025
Rebecca Westover
Mountain View Whisman School District
1400 Montecito Ave
Mountain View, CA 94043

RE: Change Order #4 Justification: Mountain View Whisman School District Window Replacement Project – E.F. Brett and Company

Item # 1 – Stucco Repair at Graham (PCO 3)

This change is due to an unforeseen condition. Prior to starting the painting scope at the Graham campus which was awarded to the contractor separately; the contractor noted several sections of the exterior covered walkway where the stucco on the ceiling was peeling or had completely fallen off. In an effort to deliver a polished finish for the district, the contractor was tasked with repairing approximately six locations where the stucco was compromised along the covered walkways at Graham. The costs associated with this change include the labor and materials necessary to repair the stucco damages on the undersides of the covered walkways at Graham Elementary School. **$2,386.00**

Item # 2 – Blind Removal and Reinstallation (PCO 4)

This change is due to a design revision. The contractor was directed to remove existing window blinds at most windows being removed and replaced at Bubb ES, Mistral ES and Graham MS, which was not originally included in the contract documents. In order to reinstall the existing blinds on the new windows the contractor had to install new trim pieces above all the new windows that had existing blinds in order to reinstall the blinds so that they can be operated properly. The costs in this change include the labor costs to remove and reinstall existing window blinds, and the labor and material costs required to install new trim pieces above each affected windows at three campuses. **$14,310.00**

Item # 3 – ADA Exist Signage at Mistral (PCO 9)

This change is due to an unforeseen condition. Following the installation of new windows in the classroom wings at Mistral, the contractor observed that the previous EXIT signage had been installed to the fixed windows beside each back door in Mistral classrooms. With the installation of the new operable windows in these locations, it was deemed impractical to reinstall the exit signage on them. The existing signage was too large for installation on the adjacent door frames. The contractor was directed to provide and install new, smaller EXIT signs for placement on the door frames of sixteen classrooms at Mistral. The costs included with this change cover both material and labor costs for furnishing and installing sixteen smaller new EXIT signs in the classrooms at Mistral Elementary School. **$1,884.00**

Item #4 – Epoxy Flooring in Boys Bathroom at Graham (PCO 13)

This change is due to a District request. Given that the contractor was already working at Graham, including ADA improvements within the boy's restrooms, they were asked to submit a price for the installation of new epoxy flooring in one of the restrooms at Graham. This resulted in cost savings for the District due to the contractor being mobilized on-site already, enabling them to offer competitive pricing below the average, this approach also ensured a prompt completion of the added scope. The costs included in this change cover labor costs for the removal of the existing flooring, as well as labor and material costs for installing new epoxy flooring in one boy's restroom at Graham Middle School. **$3,607.00**

Item #5 – RFI #5 and Castro Shades (PCO 14)

This change is due to an unforeseen condition. The existing casework at Mariano Castro ES was found to be in conflict with the required window ADA crank. As a result, the Contractor was directed to modify the casework to allow the ADA crank to fit. In addition to this work, at Graham MS Unit 9, the interior dividing walls between Office 901 and the Conference Room were found to be wider than the diving window mullions. As a result, a wood infill was used to allow the windows to fit. The costs included in this change cover the labor and material costs to make the adjustments as noted above. **$2,464.00**

Item #6 – Monta Loma Added Storefronts and Hardware (PCO 15)

This change is due to a design revision. The Monta Loma ES plans were not DSA at the time the GMP was executed so the Contractor allotted an estimated number of doors and storefronts to include in the budget. When the DSA comments were received, it was noted that (3) additional storefronts and (4) additional doors were needed at Monta Loma ES Building M. The costs included in this change order cover both the material and labor for the installation of these added storefronts and doors. **$53,643.00**

Item #7 – Additional Gate Modifications (PCO 16)

This change was due to an unforeseen condition. During construction, it was found that (14) gates in total across Amy Imai ES, Edith Landels ES, Crittenden MS, Stevenson ES, Mariano Castro ES, Gabriela Mistral ES, and Graham MS, needed to be welded back into place. As a result, the Contractor hired a subcontractor to do this welding work. The costs included in this change cover the labor and material costs to weld the (14) gates into place. **$15,354.00**

Item #8 – Added Storefront Door and Hardware at Crittenden (PCO 17)

This change is due to a design revision. An additional storefront door was added to the plans between the bid set of plans and the DSA plans. The costs included in this change order cover both the material and labor for the installation of this added storefront door and its associated hardware. **$6,923.00**

Item #9 – Stucco Repair at Crittenden (PCO 18)

This change is due to an unforeseen condition. While the contractor was preparing to paint at Crittenden, water damage was found on the covered walkways. This water damage caused the stucco on the underside of the covered walkways to bubble. The contractor was directed to repair these bubbled areas prior to painting this area. The costs in this change order cover labor and material costs to repair the damaged stucco at the underside of the covered walkways. **$3,361.00**

Item #10 – ASI #3 Electronic Locks (PCO 19R1)

This change is due to an unforeseen condition. During construction, it was found that the electronic locks at Monta Loma ES had been installed prior to the new storefront doors going in. As a result, the Contractor was

directed to remove the electronic locksets and prep the new doors for the electronic locksets on site, instead of the original hardware specified in the drawings. The costs in this change order cover the labor and material costs associated with the changes noted above. **$32,083.00**

Item #11 – Crittenden Bathroom Electrical Work (PCO 20)

This change is due to an unforeseen condition. During construction, the Contractor submitted RFI #30 noting that there was a conflict with the location of the new sink and an existing light switch. The Contractor was directed to relocate the light switch to the adjacent bathroom wall. The Contractor was also directed to adjust the existing toilet to align with the centerline of the associated toilet fixtures. The costs in this change order cover the labor and material costs to make the bathroom modifications listed above. **$2,539.00**

Item #12 – Flip Door Swing at Theuerkauf Elementary (PCO 21)

This change is due to an unforeseen condition. During construction, the Contractor submitted RFI #25 noting that the existing doors at toilet rooms A10 and A13 were right hand doors and the plans called out for the swings of these doors to be reversed. In order to achieve this, (2) new hollow metal frames and (2) new wood doors were ordered and installed. The costs in this change order cover the labor and material costs to furnish & install the doors and their associated frames. **$11,433.00**

Item #13 – Added Paint at Graham MS Units 7A and 14 (PCO 22)

This change is due to a District request. Buildings 7A and 14 were not initially included when the Graham painting project took place. As a result, Buildings 7A and 14 were added to the scope in order to match the remainder of campus. The costs associated with this change order cover the labor and material costs to furnish and install the paint scope of work at Graham Units 7A and 14. **$133,910.00**

Item #14 – Drinking Fountain Change at Crittenden (PCO 25)

This change is due to an unforeseen condition. During construction, the Contractor noted that the current drinking foundation in place was not chilled. The new drinking fountain specified for the project called out for chilled water. After investigating on site, the Contractor noted that the existing conditions did not provide the capability for a chilled drinking fountain in this location. As a result, the model of the drinking fountain specified was changed in order to better match existing conditions. The costs associated with this change order capture the cost difference between the original specified drinking fountain and the new specified drinking fountain. **$1,054.00**

Item #15 – Wood Bench Replacement at Crittenden (PCO 26R1)

This change is due to a District request. After observing the benches at the back of campus it was found that these benches were dry rotted and needed to be replaced. The District requested these benches be re-built and painted to match the campus colors. The costs associated with this change order cover the labor and material costs to furnish and install these new benches. **$10,376.00**

Item #16 – Breezeway Dry-Rot Beam Replacement at Crittenden (PCO 27)

This change is due to an unforeseen condition. While preparing to paint Crittenden, the Contractor noted that dry rot was found in (2) beams at the covered walkway outside of the gymnasium. The Contractor was directed to remove and replace these beams prior to painting. The costs associated with this change order cover the labor and material costs to furnish and install new beams at the covered walkway outside the gymnasium. **$12,506.00**

Item #17 – RFI #22 Remove Mechanical Louvers at Theuerkauf and Crittenden (PCO 28)

This change is due to an unforeseen condition. The Contractor submitted RFI #22 noting that there was a metal pipe operating mechanism used at the upper Clearstory windows at both Theuerkauf and Crittenden. With the new windows going in, this metal pipe was no longer needed. The Contractor was directed to remove this pipe and patch & paint the area where it was removed. The costs associated with this change order cover the labor and material costs to remove the metal pipe, patch, and paint the area to match the adjacent surface. **$7,353.00**

Item #18 – RFI #34 Toilet Valve and Fixture (PCO 29)

This change is due to an unforeseen condition. The Contractor submitted RFI #34 noting that with the height of the toilets at Building N, the flush valve would be in conflict with the height of the ADA bar. As a result, the Contractor and design team agreed to go with an in-wall flush valve in order to meet the clearances needed. The costs associated with this change order cover the material change cost to the in-wall flush valve at the **$13,231.00**

Item #19 – Bathroom Flooring at Monta Loma ES (PCO 30)

This change is due to an unforeseen condition. During construction, the contractor found that the existing plumbing pipes needed to be modified in preparation for the new toilet fixture. As a result, new flooring needed to be installed in the restroom. The District and Contractor agreed to split this cost due to the unforeseen condition. The costs associated with this change order cover the material and labor change cost for the flooring installation. **$6,028.00**

Item #20 – Epoxy Flooring at Theuerkauf ES (PCO 31)

This change is due to an unforeseen condition. Due to the configuration of the plumbing pipes within the admin building at Theuerkauf Elementary School, the pipes needed to be re-routed underground in restroom A10. As a result, the Contractor submitted added costs for the epoxy flooring patching needed after re-routing these pipes. The costs associated with this change order cover the material and labor cost for the epoxy flooring patch. **$7,309.00**

Item #21 – Paint at Various Locations at Crittenden (PCO 32)

This change is due to a District request. During construction, the Contractor noted there were several small areas that were not identified to be painted. In order to keep consistency and provide a clean finished product, the Contractor was directed to paint these areas. The costs associated with this change order cover the labor and material for this added paint scope. **$7,302.00**

Item #22 – Preconstruction Services (PCO 33)

This change order is for the Contractor's Preconstruction Service obligation as noted in their contract. The costs associated with this change order cover all preconstruction services provided by the contractor. **$1,000.00**

Item #23 – Reinstall Existing Blinds and Shades (PCO 34R1)

This change is due to a District request. The existing blinds located at all windows were removed by the Contractor during construction and re-installed after construction per the District's request. The costs associated with this change order cover the labor costs to remove and re-install the existing blinds. **$31,027.00**

Item #24 – Added Storefront Curbs (PCO 35)

This change is due to an unforeseen condition. During construction, it was found that the curbs shown to be existing under the storefront system in the drawings did not exist at Crittenden MS and Monta Loma ES. As a result, a glass filler was added to this area in lieu of a curb. The costs associated with this change order cover the labor and material cost to fabricate and install this glass filler piece. **$29,726.00**

Item #25 – Modify Door Thresholds (PCO 36)

This change is due to an unforeseen condition. During construction, the profile of the door thresholds at Monta Loma ES and Crittenden MS that were called out to be installed did not fit the existing conditions. As a result, the Contractor modified the thresholds in the field to fit with the existing conditions. The costs associated with this change order cover the labor to modify the door thresholds in the field. **$7,000.00**

Item #26 – New Window Blinds (PCO 37)

This change is due to a design revision. After the window work was complete, the Contractor re-installed the blinds at the new windows and found that there were locations at Crittenden and Theuerkauf where the existing blinds no longer worked with the dimensions of the new windows. As a result, the Contractor was directed to procure new blinds for these conditions. The costs associated with this change order cover the labor and material cost to furnish and install the new blinds. **$14,270.00**

Item #27 – ADA Crank Per Submittal 37 (PCO 38)

This change is due to a design revision. During the submittal process for Monta Loma ES, a comment was made that ADA cranks are to be added to the fixed windows for window types A1, A2, A3, and F. ADA cranks were not figured for these window types in their base bid. The costs associated with this change order cover the labor and material to install these ADA cranks. **$3,579.00**

Item #28 – Replace 8 Windows at Crittenden (PCO 39)

This change is due to a design revision. During the punch walk phase of the project, it was noted that the fixed windows at Crittenden MS Room 118 and 120 needed to be operable windows. This was not figured in the Contractor's base bid as there was a discrepancy between the window schedule and the elevation sheets on the plans. The costs associated with this change order cover the labor and material to install the operable windows noted at Crittenden MS Room 118 and 120. **$34,676.00**

Item #29 – Remove Window Screens From Project Scope (PCO 40)

This change is due to a District request. During construction, the District indicated that window screens were no longer desired at the new windows. As a result, the Contractor removed the screens that had already been installed and provided a credit for the window screens that had not been installed yet. (**$21,995.00)**

Item #30 – Elongate Windows Per Punchlist (PCO 41)

This change is due to a design revision. During the punch walk phase of the project, it was noted that there needed to be an added lower window in Room 3 at both Imai and Landels to meet ADA requirements. This lower window was not originally shown in the plans. The costs associated with this change order cover the labor and material for these added ADA windows. **$16,330.00**

Item #31 – Install Door Sweeps and Door Stops (PCO 42)

This change is due to a District request. The new doors installed at Crittenden MS and Monta Loma ES did not call to have door sweeps and door stops associated with them. As a result, the Contractor was directed to add door stops and door sweeps to the new doors installed. The costs associated with this change order cover

the labor and material for the door sweep and door stop scope of work at Crittenden MS and Monta Loma ES. **$6,170.00**

Item #32 – Adjust ADA Windows at Imai and Landels (PCO 43)

This change is due to an unforeseen condition. As noted in item #30, additional windows were called to be added to meet ADA compliance in Room 3 at both Imai and Landels. When the contractor went to install these added windows, they ran into an existing HSS beam that was in conflict with the new window. As a result, the windows at both sites needed to be modified and reordered to fit with the existing conditions. The costs associated with this change order cover the labor and material for these added ADA windows. **$5,410.00**

Item #33 – Allowance Credit Back (PCO 44)

This change order is to credit the District back the allowance originally allotted in E.F Brett and Company's contract. **($804,936.00)**

Total Change Order No. 4 Give Back – ($328,687.00)

The final contract value inclusive of COR 4 is $17,623,330.00.

In our capacity as the District's Construction Manager, we have completed a review of Change Order # 4.

To date, **E.F Brett and Company** has completed **100%** of the contract work.

Based upon the review of the merit and the compensation, it is our recommendation that you approve this change order. If you have any questions, please do not hesitate to reach out.

Sincerely,
Greystone West Company

Shelby Hession
Project Manager

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Change Order

PROJECT: *(Name and address)*
MVWSD Window Replacements
District Wide

CONTRACT INFORMATION:
Contract For: General Construction
Date: May 04, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 004
Date: April 15, 2025

OWNER: *(Name and address)*
Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA 94043

ARCHITECT: *(Name and address)*
Dreiling Terrones Architecture
1103 Juanita Avenue
Burlingame, CA 94010

CONTRACTOR: *(Name and address)*
EF Brett & Company
10 Paul Dr., San Rafael, CA 94903

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PCO 3 Stucco Repair at Graham $2,386.00
PCO 4 Blind Removal and Reinstallation $14,310.00
PCO 9 ADA Exit Signage (MIS) $1,884.00
PCO 13 Epoxy Flooring in Boys Bathroom at Graham $3,607.00
PCO 14 RFI #5 and Castro Shades $2,464.00
PCO 15 Added Storefront and Hardware $53,643.00
PCO 16 Additional Gate Modifications $15,354.00
PCO 17 Added Storefront Hardware at Crittenden $6,923.00
PCO 18 Stucco Repair at Crittenden $3,361.00
PCO 19R1 ASI #3 Electronic Lock $32,083.00
PCO 20 Bathroom Electrical Work $2,539.00
PCO 21 Flipping Door Swing at Theuerkauf $11,433.00
PCO 22 Added Painting at Graham Units 7A and 14 $133,910.00
PCO 25 Drinking Fountain Change at Crittenden $1,054.00
PCO 26R1 Wood Bench Replacement at Crittenden $10,376.00
PCO 27 Breezeway Dry-Rot Beam Replacement at Crittenden $12,506.00
PCO 28 RFI #22 Remove Mechanical Louvers $7,353.00
PCO 29 RFI #34 Toilet Valve and Fixture at Imai $13,231.00
PCO 30 Bathroom Flooring at Monta Loma $6,028.00
PCO 31 Epoxy Flooring at Theuerkauf $7,309.00
PCO 32 Paint at Various Locations at Crittenden $7,302.00
PCO 33 Preconstruction Services $1,000.00
PCO 34R1 Reinstall Existing Blinds and Shades $31,027.00
PCO 35 Added Storefront at Curbs $29,726.00
PCO 36 Modify Door Thresholds $7,000.00
PCO 37 New Window Blinds $14,270.00
PCO 38 ADA Crank per Submittal 37 $3,579.00
PCO 39 Replace (8) Windows at Crittenden $34,676.00
PCO 40 Remove Window Screens From Project Scope ($21,995.00)
PCO 41 Elongate Windows per Punchlist $16,330.00
PCO 42 Install Door Sweeps and Door Stops $6,170.00
PCO 43 Adjust ADA Windows at Imai and Landels $5,410.00
PCO 44 Remaining Allowance Credit Back ($804,936.00)

Note: "The net change by previously authorized Change Orders" listed below includes previously approved Contract Amendment #1 in the amount of $329,897.00 and Change Orders 1, 2 and 3.

The original Contract Sum was	$	16,775,520.00
The net change by previously authorized Change Orders	$	1,176,497.00
The Contract Sum prior to this Change Order was	$	17,952,017.00

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The Contract Sum will be decreased by this Change Order in the amount of	$	328,687.00
The new Contract Sum including this Change Order will be	$	17,623,330.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Dreiling Terrones Architecture	EF Brett & Company	Mountain View Whisman School District
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Richard Terrones	Adam Call - V.P.	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
April 15, 2025	4-15-2025	
DATE	**DATE**	**DATE**

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User Notes:
(3B9ADA58)

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Award of Contract – Heating, Ventilation, and Air Conditioning (HVAC) Services

Estimated Time:

Person Responsible:
Dalewyn Spinks, Director MOT

Background:
Proposals were evaluated based on several key criteria, with scoring conducted in alignment with the evaluation methodology outlined in the RFP. While total extended cost played a significant role in vendor ranking, a balanced scorecard approach was used to ensure that providers also met the District's expectations in areas such as technical specifications, experience, and references.

Results:

Vendor	Total Extended Cost (60)	Specifications (15)	Qualifications (15)	References (10)	Total Score (100)
Environmental Systems, Inc.	60	10	15	10	95
Emcor Services Mesa Energy	50	15	15	10	90
City Mechanical Inc.	50	15	15	10	90

All three vendors were deemed responsive and responsible, with proposals demonstrating the capability to deliver high-quality HVAC services that align with the District's performance and safety standards.

Recommended Contract Award:
Environmental Systems, Inc. – Based on the overall highest score and demonstrated capacity to meet the District's HVAC service needs effectively and cost-efficiently, it is recommended that Environmental Systems, Inc. be awarded the contract for District-wide HVAC Mechanical services.

Fiscal Implication:
Not to exceed $30,000.00 for 2025
Not to exceed $215,000.00 for 2025-2026

Recommended Action:
It is recommended that the Board of Trustees approve contract award to Environmental Systems, Inc. in accordance with the proposal evaluations and service designations described above. Thank you for your time and consideration.

ATTACHMENTS:

Description	Type	Upload Date
RFP for HVAC Services	Backup Material	4/17/2025
Environmental Systems Inc PSA 2025	Backup Material	4/17/2025
Environmental Systems Inc PSA 2025-2026	Backup Material	4/17/2025
Environmental Systems Inc - Purchasing Checklist	Backup Material	4/17/2025

NOTICE OF INFORMAL REQUEST FOR PROPOSAL

Notice is hereby given that the Governing Board of the Mountain View Whisman School District in Mountain View, CA will receive emailed or sealed Request for Proposals (RFP) No. 2025-03-28 for the procurement of the following:

Maintenance and Repair of Heating, Ventilating and Air Conditioning

Submission Deadline:

RFP's must be received no later than April 7th, 2025 (1:00 PM PST). Proposals received on or before the deadline will be accepted. Proposals that are received after the deadline will not be accepted.
Proposals must be emailed (dspinks@mvwsd.org) or delivered in a sealed envelope and identified with the RFP number. Faxed RFP's will not be accepted.

Deliver proposals to the following location:

Mountain View Whisman School District
Dalewyn Spinks, Asst. Director M.O.T.
1400 Montecito Avenue
Mountain View, CA 94043
Office hours: M-F 8-4pm

Companies interested in proposing should request appropriate documents or can access the documents online using the following instructions: MVWSD.org, District Business.

Mountain View Whisman School District (MVWSD) reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. MVWSD will award the contract based on a review and analysis of the proposals that determines which proposal best meets our needs. Following the review and analysis of all responsive proposals, MVWSD will make a recommendation to our governing board, as applicable, at a regularly scheduled governing board meeting.

This Notice is to be posted by:
Dated: March 28th, 2025

RFP Introduction: This solicitation is requesting sealed proposals from California State licensed Heating, Ventilation, and Air Conditioning ("HVAC") Contractors for HVAC Maintenance and Repair Services at various District facilities. Contractor will provide full-service HVAC maintenance and repair services and administer the duties and responsibilities outlined in this Request for Proposals ("RFP"), in compliance with all applicable laws, regulations, policies, and procedures. Firms submitting proposals must be prepared to immediately enter into a contract ("Agreement") for the services and duties as set forth in this RFP. The scope of work will include the provision of a comprehensive maintenance and management program, which includes, but is not limited to, the inspection, preventive maintenance, repair, programming, and other tasks and services necessary to ensure safe, well-maintained HVAC systems that provide quality air for students, staff, and the public. Preventive maintenance and repairs may include, but are not limited to, rooftop variable air volume cooling units, rooftop cooling/heating package units, exhaust fans, and water boilers. The successful vendor will be responsible for providing labor, supervision, materials, equipment, transportation, service, and shop facilities necessary to perform high-quality work. The vendor will also be responsible for the disposal of all used materials. It is the intent of the Mountain View Whisman School District (MVWSD) to identify and establish long-term partnerships with highly qualified Contractors. To achieve the best level of service, the District believes that the relationship must be built on mutual trust and respect. Teamwork, flexibility, and cooperation will be essential characteristics of the successful Contractor. A contractor who submits a proposal in response to this solicitation will be hereinafter referred to as "Proposer".

Background information: The Mountain View Whisman School District (MVWSD) is a public school district serving the city of Mountain View, California. The district operates 11 elementary schools, 2 middle schools, providing high-quality education to over 4,500 students from diverse backgrounds.

MVWSD is committed to maintaining safe, efficient, and sustainable facilities to support student learning and staff operations. As part of our ongoing efforts to improve indoor air quality, energy efficiency, and climate control across our campuses, we are seeking qualified HVAC contractors to assist in the maintenance, repair, and potential upgrades of our heating, ventilation, and air conditioning systems.

*Email questions to dspinks@mvwsd.org

Submission of Proposals: Proposers may email (dspinks@mvwsd.org) or mail sealed proposals, to the address and staff member designated, by the proposal submission deadline defined on the NOTICE OF REQUEST FOR PROPOSAL page. It is the Proposer's responsibility to assure that its proposal is received by this deadline, no exceptions. Proposers may also request confirmation of receipt by emailing Dalewyn Spinks, dspinks@mvwsd.org. Regardless of submission method, it is the responsibility of the proposer to confirm and ensure that the email or sealed proposal was received by the submission deadline.

Proposals will be accepted up to, and no proposals will be accepted after, the RFP submission deadline. Time is Pacific Standard Time as indicated on the designated clock at the District. Proposals that arrive after the submission deadline will not be considered. It is the responsibility of the Proposer to ensure that the proposal arrives at the required location by the submission deadline.

If the District determines there is a discrepancy in or omission from this solicitation prior to the RFP submission deadline, an addendum will be issued to all Proposers that have submitted proposals or Proposers that have requested a copy of the solicitation.

The District will not be responsible for the opening of, post-opening of, or failure to open a proposal not properly addressed or identified.

The District will not assume the responsibility for any delay as a result of failure of the mail or other delivery service to deliver proposals on time

Signatures: All proposals must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

Cost of Preparing Proposal: Proposers are responsible for the costs of preparing and submitting the RFP. Materials submitted as part of the proposal will become the property of the District unless otherwise noted.

Proposal Withdrawal: The proposer may withdraw Proposals prior to the time denoted for opening the submissions, but after the opening, submissions may not be withdrawn for a period of sixty (60) days. A successful proposer shall not be relieved of the submitted proposal without the consent of the District recourse to Public Contract Code Section 5100 et. seq.

Reservation of Rights: The District expressly reserves the following rights:

1. To reject all proposals for reasonable cause;
2. To reject any part of the proposal not meeting the specifications set forth in the RFP documents
3. To waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals;
4. To negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the District considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from all respondents.
5. To re-award the solicitation to another Proposer in the event the Proposer to whom an RFP is awarded defaults in executing the formal agreement; and

6. In the best interests of the District, accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary, issue a new solicitation or take other action as the District deems appropriate.

Prices: Proposers are encouraged to submit the most competitive pricing possible because the District will be soliciting multiple bids from Bidders to achieve the lowest possible price for the specifications and requirements outlined in this solicitation.
Prices should be stated and shown as instructed on the Cost Proposal Sheet Sheet for each service, based on requirements specified.

Experience and Service: Proposers are advised they must demonstrate the ability to provide the necessary services required under this agreement.

Proposers are required to submit three references listing currently serviced school districts. The list shall include district name, MOT director's name and phone number. Proposers may be required to verify that they have been in the business called for in this Request for Proposal for at least twelve (12) months. Experience and service are factors in the award of this contract.

A contractor's recent performance under any previous or existing contract may be examined. Poor performance or references of current or past customers may be used in the evaluation. Proposers, therefore, release the organizations and individuals listed from any claim or liability, because of responses given to requests for information by the District regarding the Proposer and/or the Proposer's performance of work.

Method of Award: Proposals that are submitted timely and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. In addition, the District may conduct a pre-award audit. A contract will be awarded to the responsive and responsible Proposer with the lowest total extended costs. Winning Proposer will be herein referred to as the "Selected Contractor."

- A "responsive Proposer" will be able to meet the requirements described in this solicitation.
- A "responsible Proposer" is willing and capable of furnishing the goods or services described in this solicitation.

Bids will be evaluated on the basis of price, compliance to the specifications, qualifications, and references provided by the Bidder. Because it is known that the lowest bidder may not be able to meet all the needs of the District on any given date/time, qualified contractors will be awarded contracts and will be given the opportunity to provide service in order of the ranking that will result from the bids submitted by responsive and responsible contractors.

Safety & Security: The Contractor and all associated personnel must adhere to all established safety protocols to ensure the well-being of students, staff, and the public. The Contractor is responsible for maintaining a secure work environment and shall take precautions to prevent any hazards or security risks. At the conclusion of work in each room, the Contractor must ensure that all doors are properly secured. All exterior doors must remain locked at all times. Contractors shall not prop open or leave exterior doors unsecured. If an interior door is found open or unlocked, it should be left in the same condition as it was found unless instructed otherwise by authorized school personnel. Contractors must follow all district safety procedures and immediately report any security concerns, hazards, or incidents to the designated district representative. Failure to comply with these security and safety requirements may result in termination of the contract and/or restricted access to district facilities.

Emergency Situation: For any emergencies occurring at district facilities, contractors must follow proper procedures. In the event of a medical emergency, fire, or other public safety incident, immediately call 9-1-1 and provide the dispatcher with the facility name and address, then notify the designated district representative as soon as it is safe to do so. For urgent facility issues such as water leaks, power outages, gas leaks, or structural damage, contact the Director, MOT or designated district staff immediately, as they are available 24 hours a day to address critical maintenance concerns. All contractors are expected to familiarize themselves with site-specific emergency procedures and contacts before beginning work at any district facility, and failure to report emergencies promptly may result in corrective action.

Proposer Agreement: Mountain view Whisman School District will have an Independent Contractor for Professional Services Agreement (PSA) with the selected contractor which will serve as the awarded contract. The contract includes all terms and conditions as described in this RFP, submission responses from the Selected Contractor and any other negotiated terms and conditions agreed to by both parties and will represent the complete contractual requirements for both the MOT and Selected Contractor.

Contract Maintenance: The District will monitor the awarded contract for contractor compliance and will communicate with the Selected Contractor as needed to discuss service availability, scheduling and response times, equipment performance and maintenance, invoicing issues, special service requests, or any other relevant matters related to HVAC services.

Contract Modification: The District reserves the right to modify the awarded contract by mutual agreement between the District and Selected Contractor, so long as such modification would not result in a service change to the solicitation and awarded contract. Such modifications will be evidenced by issuance of a written authorized amendment by the District.

RFP RESPONSE PACKET REQUIREMENTS

RFP Requirements: The District assumes no responsibility for errors or misinterpretations resulting in incomplete solicitation documents. It is the Proposer's responsibility to use a complete set of RFP documents in the preparation and submission of its proposal. The forms furnished as part of this solicitation MUST be used for the proposal and must be signed by the proposer. No proposals will be considered unless made on the forms provided and must not be detached from the solicitation document of which it forms a part. Failure to follow these instructions may result in your proposal being disqualified.

Services to be provided: The Contractor is responsible for providing an adequate level of staffing, along with the necessary tools and vehicles, to support all facility HVAC maintenance functions during scheduled maintenance hours and for emergency responses outside of normal working hours. The Contractor must maintain a valid California State License Board (CSLB) contractor's license and comply with all applicable licensing, insurance, and permit requirements set forth by the City, State, and Federal governments, as well as all other legal requirements.

Service Availability: The Contractor shall provide trouble-call service 24 hours a day, seven days a week, with response times not to exceed the following: Emergencies must be responded to within four (4) hours, and non-emergencies must be addressed within five (5) working days from the time the District reports the issue to the Contractor's designated emergency phone number. Additionally, the Contractor must have the capability to respond immediately to situations impacting the health and safety of employees, students, or the public, as well as any issues affecting the comfort and operational functionality of public meeting spaces. Routine repairs, service requests, or other non-urgent tasks must be completed by journey-level staff within five (5) working days from the date of request by the District Representative. Failure to respond to emergencies in a timely manner may result in a penalty fee of $100 per occurrence.

Trouble Calls and Repair Services: Should the District request the Contractor to address issues with HVAC equipment, the District shall be responsible for the associated labor and travel costs. These costs, as outlined in the proposal, will be a key factor in the bid evaluation process. All rates shall remain firm for the duration of the contract. The District reserves the right to utilize other vendors or contractors for HVAC trouble calls and repairs as needed.

Staffing, Workmanship and Quality Level: The Contractor shall provide a staffing level that ensures the desired level of customer service, program support, and HVAC maintenance and repair services at designated District facilities. All work shall be performed by journey-level staff who are directly employed and supervised by the Contractor. The Contractor shall provide competent management and technical supervision as required. The Contractor is responsible for the skills, methods, and actions of all employees and subcontractors, as well as the quality of all work performed. The Contractor must also have the capability to diagnose and repair Building Management Systems (BMS) components, including but not limited to sensors, actuators, controllers, human-machine interfaces, and system logic.

Equipment and Materials:
The Contractor shall furnish and maintain all equipment necessary for properly servicing and maintaining HVAC systems in Mountain View Whisman School District (MVWSD) buildings. The District reserves the right to inspect equipment used to perform services under this contract. Any equipment determined to be in poor condition must be replaced immediately at the Contractor's expense. Failure to provide suitable equipment to fulfill all requirements of this contract may be grounds for termination. The Contractor shall furnish all parts and materials necessary for properly maintaining and repairing HVAC systems in MVWSD buildings. Mark-up on parts and materials may not exceed 10% of the Contractor's cost. Invoices must clearly identify, The work performed, Cost of labor, Parts/materials used, Parts/materials cost, Parts/materials mark-up cost. All services must be performed in compliance with MVWSD policies, safety regulations, and industry standards.

The proposer will need to complete, sign, and return all attachments:

1. Attachment A: Vendor Questionnaire
2. Attachment B: Response to Technical Questions Form
3. Attachment C: Cost Proposal

ATTACHMENT A: VENDOR QUESTIONNAIRE

The following information is required when submitting a response to this solicitation. Please complete ALL areas. The information provided herein will be used for evaluating the qualifications of the Contractor to perform the work to be done. The questionnaire must be filled out accurately and completely and submitted with the other parts of your bid proposal. Any errors, omissions, or misrepresentation of information may be considered as a basis for the rejection of the bid proposal and may be grounds for the cancellation of any agreement executed as a result of the Request for Bid Proposals.

Where space is not provided for an answer, or your answer will not fit in the space provided, please attach additional sheets marked with the question they address (e.g., I.C.4). The answer sheet must respond to each of the following questions, in precise order, as presented.

When completed, this questionnaire and the responses contained within it or attached to it shall be considered a part of the HVAC Service Agreement Contract.

Mark “N/A” for those which are not applicable. Type or print legibly.

I. DESCRIPTION OF CONTRACTOR’S ORGANIZATION
A. FIRM
LEGAL NAME OF BUSINESS:

_____
DBA OR BUSINESS NAME (IF DIFFERENT)
_____

ADDRESS OF BUSINESS
STREET ADDRESS:
_____
CITY:
_____STATE:_____ZIP:_____

PAY OR REMIT ADDRESS
LEGAL NAME OF BUSINESS:
_____
STREET ADDRESS:
_____
CITY: _____STATE:_____
ZIP:_____

TELEPHONE NUMBER: (____) _____
TOLL FREE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: _____

BUSINESS FEDERAL IDENTIFICATION NUMBER:

_____

(SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM)

ACCOUNT MANAGER: _____
TELEPHONE NUMBER: (____) _____
CELL PHONE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: _____

CUSTOMER SERVICE REPRESENTATIVE: _____
TELEPHONE NUMBER: (____) _____
CELL PHONE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: _____

BILLING QUESTIONS CONTACT PERSON: _____
TELEPHONE NUMBER: (____) _____
CELL PHONE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: _____

EMERGENCY CONTACT PERSON FOR BEFORE/AFTER HOURS

_____
TELEPHONE NUMBER: (____) _____
CELL PHONE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: _____

B. TYPE OF ORGANIZATION

1. INDICATE YOUR ORGANIZATION TYPE:
    - CORPORATION (LIST OFFICERS AND POSITIONS):

_____

_____

STATE IN WHICH INCORPORATED: _____

    - SUBSIDIARY (PROVIDE NAME AND ADDRESS OF PARENT CORPORATION):

_____

_____

_____

2. IS YOUR FIRM OR A PARENT FIRM PUBLICLY HELD?
    - YES
    - NO

IF NOT, LIST THE PRIVATE INDIVIDUAL(S) OR FAMILY(IES) WHO OWN MORE THAN 20% OF YOUR FIRM, OR IDENTIFY THE GENERAL PARTNER OR SOLE PROPRIETOR:

3. PLEASE LIST ALL NAMES YOUR COMPANY HAS OPERATED UNDER FOR THE PAST TEN (10) YEARS. INCLUDE THE CITY, ADDRESS, AND COUNTRY OF ORIGIN FOR EACH NAME:

C. REFERENCES

1. DISTRICT/COMPANY NAME: _____
    a. TRANSPORTATION DIRECTOR_____
    b. PHONE NUMBER: _____

2. DISTRICT/COMPANY NAME: _____
    a. TRANSPORTATION DIRECTOR_____
    b. PHONE NUMBER: _____

3. DISTRICT/COMPANY NAME: _____
    a. TRANSPORTATION DIRECTOR_____
    b. PHONE NUMBER: _____

ATTACHMENT B: RESPONSE TO TECHNICAL QUESTIONS FORM

On a separate sheet of paper, please provide a brief narrative titled “Attachment C – Response to Technical Questions Form,” addressing the questions in Sections 1 through 4 below. Be sure to include your company’s complete legal name and form of entity (for example, “Corporation”) on each page of your response.

SECTION 1: PREVIOUS EXPERIENCE IN PROVIDING A SUPERIOR LEVEL OF SERVICE ON LIKE-SIZED PUBLIC AND/OR PRIVATE PROJECTS

1. Describe your previous experience providing HVAC maintenance and repair services to like-sized public agencies and/or private companies. (Provide a narrative outlining your experience with public agencies, school districts, or private companies that are similar in size and scope to MVWSD. Include contract duration, scope of work, and key accomplishments.)

2. Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement. (Provide details about management personnel, their roles, years of experience, and how they oversee operations for contracts of this nature.)

3. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances. (If applicable, provide details regarding any contract terminations, including explanations and resolutions. If no such instances exist, state "Not applicable.")

SECTION 2: ASSESSMENT OF WORK QUALITY, PERFORMANCE, AND WORKING RELATIONSHIPS WITH CURRENT AND RECENT CLIENTS

1. List three (3) like-sized customers that you have provided ongoing HVAC maintenance services to within the last three (3) years. Provide the following information for each:
    a. Customer Name:
    b. Customer Contact Name:
    c. Phone Number:
    d. E-Mail Address:
    e. Number of years your firm has provided HVAC maintenance services to the customer:
    f. Names of facilities/locations where services have been provided:

SECTION 3: QUALIFICATIONS OF STAFF TO BE ASSIGNED TO PROVIDE HVAC MAINTENANCE SERVICES AT MVWSD FACILITIES

1. Attach an organizational chart for your company, or the local office that would service this contract. (Attach a detailed organizational chart showing reporting structures and key personnel.)

2. For the local office to serve this contract, list the following:
    a. Total number of staff assigned to Mountain View Whisman School District: (Provide number.)
    b. Names and qualifications of key staff, including years in the industry and with your firm: (Provide detailed information on key personnel.)
    c. Number of new hires in the last six months: (Provide hiring data.)

3. Briefly describe your employee training program and requirements. (Provide an overview of employee training, including safety training, technical certifications, ongoing education, and any other professional development initiatives.)

SECTION 4: WELL-ORGANIZED COMMUNICATION SYSTEMS AND REPORTING CAPABILITIES

1. Describe the systems your company uses to communicate between supervisors, office staff, and field staff. Also, describe the systems you use to assign, track, and evaluate work performed by your employees. (Describe the communication tools and platforms used for internal coordination, such as work order management software, dispatching systems, and reporting tools.)

2. Describe your existing customer service program, how you would monitor customer satisfaction, how complaints will be resolved, and your plan for quality control. (Outline your customer service approach, feedback collection methods, escalation processes, and quality assurance procedures.)

3. Describe your communication plan to assure proper communication between your representative and MVWSD's representative. (Provide details on scheduled meetings, reporting structures, designated points of contact, and response protocols.)

4. Describe in detail your Safety Program. (Provide an overview of workplace safety protocols, compliance with OSHA regulations, employee safety training, and any relevant safety certifications.)

ATTACHMENT C: COST PROPOSAL

In consideration of the performance of the terms of the agreement, MVWSD and the Contractor agree to the following rates in the Cost Proposal for HVAC labor services. The bidder shall submit, along with their proposal, a detailed rate schedule that includes hourly labor rates for regular time, overtime, and double time, as well as all applicable additional charges such as material markup percentages and equipment usage fees. All rates must be fully supported by documentation to the satisfaction of MVWSD.

Labor Category	Hourly Rate (Mon-Fri, 7AM-5PM, excluding holidays)	Hourly Rate (Outside of Normal Business Hours)	Hourly Rate (Holidays)	Minimum Call-Out Hours (hrs)
Journeyman	$	$	$	hours
Apprentice	$	$	$	hours
Other: _____	$	$	$	hours

Response Time Commitment (Emergency Calls): _____ hours
Response Time Commitment (Non-Emergency Calls): _____ hours

Description	Rate/Amount	Notes
Truck/Service Call Fee	$	Per Visit
Mileage Fee	$	Round Trip
Material Upcharge	%	Over actual Cost
Other: _____	$	If applicable

NOTE: The MVWSD has requested pricing in the format provided to ensure uniformity of response. Pricing based on the suggested formulas is proven to be accurate and verifiable. If you believe an alternative methodology is equally accurate and verifiable, and would like to use an alternative methodology in your submission, please indicate on your cost proposal form. In addition, provide the formula used and list all different and additional factors (if any). Proposals using alternative methodologies must include an explanation that fully describes and supports your methodology so that MVWSD can verify the adequacy of your formula and further verify that the amount stated is achievable. Be advised that failure to provide sufficient evidence to support an alternative methodology shall constitute grounds for non review and/or rejection of resubmittal packages.

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20_____ ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and _____ ("**Contractor**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

1. Services Check one of the options below

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

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

_____

_____

_____

2. Price & Payment Check one of the options below

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

□ **Option 1** – Flat Fee of $ _____

□ **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

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

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

5. Classified Service ☐ **YES** ☐ **NO**

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

6. Notice

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

Mountain View Whisman School District	**Contractor:**	_____
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 **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: _____

(This portion to be filled out by District Representative)

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

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☐ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do 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: _____ _____

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.

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

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

4. **Standard of Care**.

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

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

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

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

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

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

7. **Termination**.

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

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

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

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

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

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

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

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

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

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

13. **Safety and Security.** Contractor is responsible for

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq*. and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

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

11. Infectious Disease Requirements

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

Contractor's Initials Here: _____

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

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

Employer Identification and/or SSN#:

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding

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:** _____
Dated: _____, 20___	Dated: _____, 20___
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

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

Board of Trustees Action (District Office Use Only)

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

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20_____ ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and _____ ("**Contractor**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

1. Services Check one of the options below

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

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

Provide full-service HVAC maintenance and repair services and administer the duties and responsibilities outlined in Request for Proposals (RFP) No. 2025-03-28

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 $ See Attached Total not to exceed $ 30,000

☐ **Option 3** – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: April 28th Services End Date: June 30, 2025

4. Submittal of Documents

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

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

5. Classified Service ☐ **YES** ☐ **NO**

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

6. Notice

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

Mountain View Whisman School District	**Contractor:**	Environmental Systems Inc.
1400 Montecito Ave.	**Street**	3353 De La Cruz Blvd
Mountain View, CA 94043	**City, Sate, Zip**	Santa Clara, CA 95054
Attn: Chief Business Officer	**Attn:**	E.L. Enfantino

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

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

Contractor's Initials Here: _____

(This portion to be filled out by District Representative)

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

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☐ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do 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: Dalewyn Spinks _____

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.

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.

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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.

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

Contractor's Initials Here: _____

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

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

Employer Identification and/or SSN#: 94-2298197

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-8150-0-5608-00-0000-8110-000000-009-0550

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:** _____
Dated: April 16th, 20 25	Dated: _____, 20___
Signature: _____	Signature: _____
Print Name: Dalewyn Spinks	Print Name: _____
Print Title: Director, MOT	Print Title: _____

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

Board of Trustees Action (District Office Use Only)

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

ATTACHMENT C: COST PROPOSAL

In consideration of the performance of the terms of the agreement, MVWSD and the Contractor agree to the following rates in the Cost Proposal for HVAC labor services. The bidder shall submit, along with their proposal, a detailed rate schedule that includes hourly labor rates for regular time, overtime, and double time, as well as all applicable additional charges such as material markup percentages and equipment usage fees. All rates must be fully supported by documentation to the satisfaction of MVWSD.

Labor Category	Hourly Rate (Mon-Fri, 7AM-5PM, excluding holidays)	Hourly Rate (Outside of Normal Business Hours)	Hourly Rate (Holidays)	Minimum Call-Out Hours (hrs)
Journeyman	$ 195.00	$ 265.00	$ 295.00	hours
Apprentice	$ 195.00	$ 265.00	$ 295.00	hours
Other: _____	$	$	$	hours

Response Time Commitment (Emergency Calls): 2 hours
Response Time Commitment (Non-Emergency Calls): 4 hours

Description	Rate/Amount	Notes
Truck/Service Call Fee	$0.00	Per Visit
Mileage Fee	$0.00	Round Trip
Material Upcharge	15 %	Over actual Cost
Other: _____	$	If applicable

NOTE: The MVWSD has requested pricing in the format provided to ensure uniformity of response. Pricing based on the suggested formulas is proven to be accurate and verifiable. If you believe an alternative methodology is equally accurate and verifiable, and would like to use an alternative methodology in your submission, please indicate on your cost proposal form. In addition, provide the formula used and list all different and additional factors (if any). Proposals using alternative methodologies must include an explanation that fully describes and supports your methodology so that MVWSD can verify the adequacy of your formula and further verify that the amount stated is achievable. Be advised that failure to provide sufficient evidence to support an alternative methodology shall constitute grounds for non review and/or rejection of resubmittal packages.

E.L. Enfantino-Secretary/Treasurer: _____ 04/07/2025

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20_____ ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and _____ ("**Contractor**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

1. Services Check one of the options below

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

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

Provide full-service HVAC maintenance and repair services and administer the duties and responsibilities outlined in Request for Proposals (RFP) No. 2025-03-28

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 $ See Attached Total not to exceed $ 215,000.00

☐ **Option 3** – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: July 1, 2025 Services End Date: June 30, 2026

4. Submittal of Documents

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

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

5. Classified Service ☐ **YES** ☐ **NO**

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

6. Notice

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

Mountain View Whisman School District	**Contractor:**	Environmental Systems Inc.
1400 Montecito Ave.	**Street**	3353 De La Cruz Blvd
Mountain View, CA 94043	**City, Sate, Zip**	Santa Clara, CA 95054
Attn: Chief Business Officer	**Attn:**	E.L. Enfantino

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

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

Contractor's Initials Here: _____

(This portion to be filled out by District Representative)

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

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☐ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do 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: Dalewyn Spinks _____

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.

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

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

4. **Standard of Care**.

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

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

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

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

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

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

7. **Termination**.

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

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

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

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

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

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

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

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

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

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

13. **Safety and Security.** Contractor is responsible for

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq*. and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

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

11. Infectious Disease Requirements

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

Contractor's Initials Here: _____

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

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

Employer Identification and/or SSN#: 94-2298197

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-8150-0-5608-00-0000-8110-000000-009-0550

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:** _____
Dated: April 16th, 20 25	Dated: _____, 20___
Signature: _____	Signature: _____
Print Name: Dalewyn Spinks	Print Name: _____
Print Title: Director, MOT	Print Title: _____

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

Board of Trustees Action (District Office Use Only)

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

*Maximum 2.5% to cost-of-living adjustment (COLA) effective July 1, 2025

ATTACHMENT C: COST PROPOSAL

In consideration of the performance of the terms of the agreement, MVWSD and the Contractor agree to the following rates in the Cost Proposal for HVAC labor services. The bidder shall submit, along with their proposal, a detailed rate schedule that includes hourly labor rates for regular time, overtime, and double time, as well as all applicable additional charges such as material markup percentages and equipment usage fees. All rates must be fully supported by documentation to the satisfaction of MVWSD.

Labor Category	Hourly Rate (Mon-Fri, 7AM-5PM, excluding holidays)	Hourly Rate (Outside of Normal Business Hours)	Hourly Rate (Holidays)	Minimum Call-Out Hours (hrs)
Journeyman	$ 195.00	$ 265.00	$ 295.00	hours
Apprentice	$ 195.00	$ 265.00	$ 295.00	hours
Other: _____	$	$	$	hours

Response Time Commitment (Emergency Calls): 2 hours
Response Time Commitment (Non-Emergency Calls): 4 hours

Description	Rate/Amount	Notes
Truck/Service Call Fee	$0.00	Per Visit
Mileage Fee	$0.00	Round Trip
Material Upcharge	15 %	Over actual Cost
Other: _____	$	If applicable

NOTE: The MVWSD has requested pricing in the format provided to ensure uniformity of response. Pricing based on the suggested formulas is proven to be accurate and verifiable. If you believe an alternative methodology is equally accurate and verifiable, and would like to use an alternative methodology in your submission, please indicate on your cost proposal form. In addition, provide the formula used and list all different and additional factors (if any). Proposals using alternative methodologies must include an explanation that fully describes and supports your methodology so that MVWSD can verify the adequacy of your formula and further verify that the amount stated is achievable. Be advised that failure to provide sufficient evidence to support an alternative methodology shall constitute grounds for non review and/or rejection of resubmittal packages.

E.L. Enfantino-Secretary/Treasurer: _____ 04/07/2025

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Environmental Systems Inc.

***REQUIRED CHECKBOX* for Service Contracts**

☒ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☐ **Contract for Professional Services / Special Services**

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

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

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

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

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

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

☐ **Contract for Waste Services {MOT or CBO}**

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

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

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

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

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

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

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

☐ **Contract for Educational Materials {Ed Services}**

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

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

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

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

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

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

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

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

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

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

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

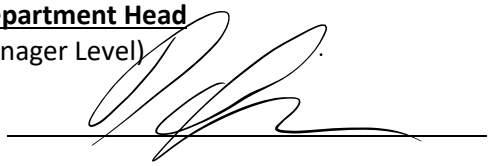
☐ **Contract for Energy Services That Will Generate Cost Savings**

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

☐ **Emergency Contracts {CBO Only}**

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

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	April 16th, 20 25	Date:	April 17, 20 25
Print Name:	Dalewyn Spinks	Print Name:	Rebecca Westover
Print Title:	Director, MOT	Print Title:	Chief Business Officer

For Department: MOT

Checklist not required for school sites

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Discussion) Update on MVWSD+ Expanded Learning Programs

Estimated Time:

Person Responsible: Geoff Chang, Director of Federal, State, and Strategic Programs

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Background:
Staff will present updates on the MVWSD+ Expanded Learning Programs, including the ELOP Program Plan, the Request for Proposals process, budget implications, and next steps.

In addition to the presentation, a report on the RFP process has been attached to this item. The ELOP Program Plan will also be attached at a later time, prior to the date of the board meeting.

Fiscal Implication:
$3M annually in Expanded Learning Opportunities Program funds

Recommended Action:
None.

ATTACHMENTS:

Description	Type	Upload Date
Update on MVWSD+ Expanded Learning Programs	Presentation	4/17/2025
Report on ELOP RFP	Exhibit	4/17/2025
2025-26 MVWSD Expanded Learning Opportunites Program Plan FINAL	Backup Material	4/21/2025

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Update on MVWSD+ Expanded Learning Programs

April 2025

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Alignment

Strategic Plan Alignment

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

Goal Area #3: Inclusive and welcoming culture

Goal Area #5: Equitable distribution of resources that support student success

MVWSD+ Expanded Learning

- District-sponsored after school and intersession (non-school day) programs
- Serving approximately 1,100 students in after school programs and 700 in the summer
- Funded by the **After School Education and Safety (ASES)** and **Expanded Learning Opportunities Program (ELOP)**
- Operated by district program Beyond the Bell and community partners YMCA and Right At School.

MVWSD+ Team

Erika Navarro, MVWSD+ Supervisor

Jennifer Nuñez Gonzalez, MVWSD+ Supervisor

Betty Nuñez, MVWSD+ Secretary

Details by Funding Source

	ASES	ELOP
Legislation	Proposition 49 (2002)	AB 130, AB 167, AB 181 (2021-23)
Funding to MVWSD in 24-25	$500K.	$1.9M
Funding basis	Anticipated attendance at eligible sites.	Remaining state ELOP funds after money for participating “Tier 1” districts (UPP >55%) has been allocated. MVWSD is a “Tier 2” (UPP <55%) district.
Sites Eligible	CA, CR, LN, ML, TH	All sites
Qualifying student groups	Priority Enrollment for McKV, foster, and 1-8 students in FRPL program	Grade TK-6 students in FRPL program and/or English Learners
Program length	180 days of after school care	180 days of after school care plus 30 nine-hour intersession days per fiscal year
Key Requirements	Grant sites must maintain 85% or better daily attendance in program	All qualifying students must be offered care, health and safety supports if needed, and transportation if needed. Qualifying students can add or drop the program at any time.
Current operator in MVWSD	Beyond the Bell	Right At School, YMCA, Beyond the Bell
Number of students served	approx 400	approx 800

Beyond the Bell (BTB)

- MVWSD's original after school program, initially funded solely by ASES
- For 15+ years, BTB has served students across five ASES grant sites: CA, CR, TH, LN, and ML.
- Active collaboration with City of MV
- Priority given to students who are traditionally underserved
- Since 2024, BTB has also provided an ELOP after school program at Graham.

Right At School (RAS) and YMCA of Silicon Valley (YMCA or The Y)

- Since 2022, MVWSD has partnered with RAS and the Y to offer ELOP to families who qualify.
  - RAS and the Y also offer parent-paid after school care services to our families.
- RAS and the Y currently serve approx 700 ELOP-qualified students across all school sites.
  - They also serve approx 600 parent-paid students.

Details by Expanded Learning Program

	BTB	RAS	The Y
Funding source(s)	ASES and ELOP	ELOP*	ELOP*
Program types	After school, intersession	After school, intersession	After school, intersession
School Sites	CA, CR, GR, LN, ML, TH	BB, CA, IM, MI, ML	LN, MI, ST, TH, VA
Student groups served	Priority for UPP grades 1-8	UPP grades TK-6	UPP grades TK-6
Number of students served (approx)	400	400	300

*Also offers parent-paid programs at every site, depending on demand.

ASES and ELOP Program Plans

- Plans submitted for CDE/board consideration every three years and updated annually
- CDE approves ASES plan while local school boards approve ELOP plans - programs can begin prior to official approval
- CDE's templates for ASES and ELOP were slightly different when ELOP was new, but the components are now identical.
- The state's intention is to eventually merge the two programs into one.

ASES/ELOP Program Plan Elements

1. Safe and Supportive Environment
2. Active and Engaged Learning
3. Skill Building
4. Youth Voice and Leadership
5. Healthy Choices and Behaviors
6. Diversity, Access, Equity
7. Quality Staff
8. Clear Vision, Mission, and Purpose
9. Collaborative Partnerships
10. Continuous Quality Improvement
11. Program Management

Mountain View
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Program Planning for 25-26 and beyond

2025 Request For Proposals (RFP) for ELO-P

Process

- Feb 3: published RFP and began question period
- Feb 17: published questions and answers
- Feb 28: deadline for submissions
- Mar 3-21: review period
- Mar 24: award date (due to number of proposals, the date was pushed back from Mar 17)

Review Criteria

- Program Design
- Experience and Qualifications
- Budget, Financial, and Staffing Viability
- Evaluation and Accountability
- Sustainability

District maintains right to add or change criteria as needed

Proposal Review Team

Erika Navarro, MVWSD+ Supervisor

Jennifer Nuñez Gonzalez, MVWSD+ Supervisor

Arline Siam, Principal of Imai Elementary

Leticia Corcoran, Department Secretary

Geoff Chang, Director of Federal, State, and Strategic Programs

Proposal Review and Considerations

- In addition to the review criteria, we also considered the following
  - Comprehensive programs vs specialized programs
  - Ability to offer parent-paid programs
  - Startup resources needed to begin implementing and maintaining a new program, beyond financial costs
- We visited two finalist programs with whom we did not already have familiarity.
- A full report of the RFP Process is attached in the meeting agenda item.

Results of RFP Proposal Reviews

- YMCA of Silicon Valley chosen as sole vendor for ELOP in 25-26
  - YMCA was the highest scoring program overall - it was the top in 4 out of 5 categories.
  - Long-term program alignment
  - Costs are relatively manageable
  - Long history of programmatic stability
  - Can offer both ELOP and Parent-Paid
- BTB will also expand at ML and CA
- District will continue to manage alignment of expectations and quality between BTB and YMCA

Impact on Parent-Paid After School Program

- The Y offers a program that can meet ELOP criteria and parent-paid needs.
- RAS was not awarded an ELOP contract. We also did not renew our current agreement with them to offer parent-paid programs due to programmatic inconsistency.
- Important to have diverse programs that reflect the community; having one program that is parent-paid only and another that is a hybrid would created a tiered system.
- The Y has already begun hiring for next year and will be able to meet the full demand for parent-paid and ELOP programs in 25-26.
- MVWSD+ team will closely monitor YMCA and BTB programs in 25-26 and reevaluate if changes are needed

YMCA Fee-Based Program

The Y is committing to the following for its fee-based program, which is expanding:

- 1, 2, 3, 4, or 5-days-per-week plans available
- Drop ins and School Break care available
- Before school care available if demand is present
- Financial Assistance available from YMCA for families who don’t qualify for ELOP.
- District employees receive a tuition discount.

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Considerations

Budget Considerations

- MVWSD+ is operated using restricted funding sources (ASES and ELOP) - there is very little to no general fund impact.
- While ASES allocations are generally steady at approximately $500K per year and are tied to specific school sites, MVWSD's ELOP allocations have dropped from approximately $2000 per student per year in 2022 to under $1600 per student per year in 2024-25.
- Final yearly allocations are shared by the state only after enrollment for the following year has already begun.
- ELOP enrollment each year can fluctuate (historically, 60-65% of qualifying students enroll), impacting costs.
- Some expanded learning programs and salaries previously paid for from the general fund were transferred recently to ELOP (Approx $250K per year)
- Providing health and safety supports for students with special needs has led to growing costs (nearly $400K for support staff in 24-25).
- Expansion of BTB using ELOP funds also impacts costs.

Projected ELOP Budget: 2025-26

ELOP Estimated Budget for 2025-26

Item	Revenue
Estimated carryover	$1.6M*
Anticipated Annual State Apportionment	$2.0M
TOTAL BUDGET	**$3.6M**

*This includes a recently-announced estimated $500K increase to MVWSD's 24-25 apportionment due to unused ELOP funds elsewhere in the state. There is no guarantee that this money will be available year over year because it is based on other districts' actions.

ELOP Anticipated Expenditures for 2025-26

Item	Cost
YMCA ELOP program costs (based on past enrollment trends)	$1.9M
Beyond the Bell ELOP program costs at Graham, Monta Loma, and Castro	$300K
Support staff for students with special health/safety needs	$400K
Summer Intersession Academic Programs and Support	$200K
MVWSD+ Team Salaries and Benefits	$300K
Indirect Costs	$80K
TOTAL COSTS	**$3.18M**

Budget Implications

- We project that we will spend all of our annual allocation and most of our carryover ELOP funds by the end of 2025-26.
- If allocations hold steady, in 2026-27, we anticipate receiving approximately $2M from the state to add to $400-500K in carryover funds, while our program--at current levels--costs approximately $3M per year.

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Next Steps

Next Steps

Staff will

- bring back the 2025-26 YMCA and BTB Expanded Learning Program Plans for approval at the next board meeting: May 8, 2025.
- bring the YMCA ELOP contract for approval at the next board meeting: May 8, 2025.
- continue to plan for Summer 2025 as well as ELOP registration for Fall 2025.
- monitor and assist Fall program hiring and professional development (YMCA and BTB).
- explore options for ELOP beyond 2025-26 and bring these to the board for further consideration.

Report to the MVWSD Board of Trustees

Request for Proposal Process: Expanded Learning Opportunities Program

Prepared by Geoff Chang, Director of Federal, State, and Strategic Programs
April 2024

Background:

Since 2022, the district has offered students in grades TK-6 who are English Learners or who qualify for Free or Reduced Price Lunches free after school care and up to 30 days of non-school day care, according to the requirements of the program requirements of the Expanded Learning Opportunities Program (ELOP or ELO-P), first established by legislation in 2021. ELOP currently funds programs that serve students across all campuses. The district currently has ELOP contracts with childcare providers Right At School LLC and the YMCA of Silicon Valley, and it also utilizes ELOP funds to operate on a smaller scale via the in-house after school program, Beyond the Bell.

In February-March 2025, the district utilized a Request for Proposals (RFP) process to determine ELOP contract award(s) for the 2025-26 school year.

Request for Proposal Process:

- Feb 3: published RFP on district webpage and began question period
- Feb 17: published questions and answers
- Feb 28: deadline for submissions
- Mar 3-21: review period
- Mar 24: award date (pushed back from original date of Mar 17 due to volume of responses)

Review Criteria:

As outlined in item 6 on the RFP, the Review Criteria were as follows:

- Program Design and Approach (25 points): Clear, evidence-based strategies for engaging students and improving academic and social-emotional outcomes.
- Experience and Qualifications (30 points): Proven track record of successful implementation of similar programs.
- Budget, Financial, and Staffing Viability (15 points): Reasonable, sustainable budget and staffing plan aligned with program activities.
- Evaluation and Accountability (15 points) : A well-defined plan for tracking and reporting on program impact.
- Sustainability (15 points) : Evidence of long-term sustainability beyond initial funding.

The following paragraph was also included with the criteria:

> The District reserves the right to add, remove, modify, or establish additional evaluation points for each criterion. If the District determines that additional evaluation steps are required to make a selection(s), the District reserves the right to consider additional criteria. The District also reserves the right to make an award without discussion with any proposer after proposals are received.

Review of Proposals:

MVWSD received fifteen proposals in response to the RFP.

The Review Team was made up of district staff with direct and diverse experiences related to after school care in general and ELOP specifically:

- Erika Navarro, MVWSD+ Supervisor
- Jennifer Nuñez Gonzalez, MVWSD+ Supervisor
- Arline Siam, Principal of Imai Elementary School
- Leticia Corcoran, Department Secretary, Federal, State, and Strategic Programs
- Geoff Chang, Director, Federal, State, and Strategic Programs

The team met to discuss the scoring process and then individually scored each of the fifteen proposals.

Scoring Results:

Program	Program Design average (25 max)	Experience and Qualifications average (30 max)	Budget, Staffing, Financial average (15 max)	Evaluation and Accountability average (15 max)	Sustainability Average (15 max)	SUM OF AVERAGES (max 100)
YMCA	22.4	26.6	13.2	13.2	14.4	89.8
Think Together	22.6	25.8	11.8	12.6	12.4	85.2
Boys and Girls Club	21.2	25	11.8	12.2	11.2	81.4
EDMO	21.2	23	11.8	11.8	11.2	79
Forxa	18.4	20.6	9	10.4	11.2	69.6
Champions	21.6	22.8	8.8	11.4	11	75.6
Rising Stars	18.8	22	9.8	11.8	10.6	73
RAFT	17	22.8	8.2	11.8	10.2	70
Olimpico	17.6	21.6	9.2	12.2	9.4	70
Peninsula Bridge	15	23.4	7.4	12.8	9.2	67.8
Elevo	22.4	24.6	8	11.4	9.2	75.6
Right At School	20.4	18.4	12.4	9.2	9.2	69.6
Hokali	18.4	21.2	4.6	9.8	8.4	62.4
ASISA	12.4	13.6	6.4	5.4	5.4	43.4
Sprouts	11.2	13.8	5.2	7	4.8	42

Site Visits:

Staff visited sites for two of the top three scoring proposals, Think Together, and Boys and Girls Club. YMCA was not visited for this purpose since they are an existing ELOP partner and we visit them regularly. The two visits took place on Wednesday, March 19 in Alum Rock School District (Think Together) and Oak Grove School District (Boy and Girls Club).

Recommended Contract Award:

Based on the scoring results, site visits, and the needs of the school district, the team recommends YMCA of Silicon Valley be awarded the contract for Expanded Learning Opportunity Programs for the 2025-26 school year.

Mountain View Whisman School District

EXPANDED LEARNING OPPORTUNITIES PROGRAM PLAN

SPRING 2025

Prepared by:

Mountain View Whisman School District

1400 Montecito Ave.

Mountain View, CA 94303

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

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

Contact Name: Geoffrey Chang
Contact Email: gchang@mvwsd.org
Contact Title: Director Federal, State, and Strategic Programs
Contact Phone: (650) 526-3500 x1135

Instructions: Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1. Benjamin Bubb Elementary School
2. Mariano Castro Elementary School
3. Crittenden Middle School
4. Isaac Newton Graham Middle School
5. Amy Imai Elementary School
6. Edith Landels Elementary School
7. Gabriela Mistral Elementary School
8. Monta Loma Elementary School
9. Stevenson Elementary School
10. Theuerkauf Elementary School
11. Jose Antonio Vargas Elementary School

Governing Board Approval Date: May 8, 2025 (anticipated)
Review/Revision Date:
Review/Revision Date:

Purpose

This template will aid LEAs in the development of a program plan as required by *EC* Section 46120(b)(2). In this program plan, LEAs will describe program activities that support the whole child and students' Social and Emotional Learning (SEL) and development.

Definitions

"**Expanded learning**" means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (See [*EC* Section 8482.1(a).])

"**Expanded learning opportunities**" has the same meaning as "expanded learning" as defined in *EC* Section 8482.1. "Expanded learning opportunities" does not mean an extension of instructional time, but rather, opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (See [*EC* Section 46120(g)(1)]).

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

Educational Element

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

Enrichment Element

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

Off-Site Locations

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

Overview

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

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

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

1—Safe and Supportive Environment

MVWSD has successfully operated an after school enrichment program for over 25 years, utilizing the services of the YMCA After School Program. For 17 years, we have also operated our own after school Beyond the Bell (BTB) program funded by the ASES grant and in partnership with the City of Mountain View-Recreation. During this time, all partners have consistently demonstrated their ability to develop and operate programs in a safe and supportive learning environment in collaboration with MVWSD district and school site staff. MVWSD believes that a strong partnership between school, parents, and community is important in providing a safe and supportive environment.

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

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

Physical Safety

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

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

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

Emotionally Safe & Supportive

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

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

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

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

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

2—Active and Engaged Learning

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

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

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

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

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

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

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

3—Skill Building

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

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

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

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

4—Youth Voice and Leadership

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

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

5—Healthy Choices and Behaviors

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

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

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

6—Diversity, Access, and Equity

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

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

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

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

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

7—Quality Staff

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

Minimum Staff Qualifications

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

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

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

Staff Development

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

Each partner provides staff training in the following areas:

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

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

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

8—Clear Vision, Mission, and Purpose

The vision of MVWSD's ELO-P is to provide a safe, enriching, supportive environment for students during their extended day, aligned with the district mission: "We inspire, prepare and empower every student." The purpose of this program is to support ALL students in this safe, fun learning environment and increase after school opportunities for ALL of our students.

9—Collaborative Partnerships

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

In addition to our BTB (ASES) program which is an active collaboration with the City of Mountain View, MVWSD+ has a partnership with the YMCA. Together, through joint planning, mutual support of our students, and ongoing communication, our goal is to provide an exemplary extended day experience that is available to all unduplicated students. In addition to ASES and our community partnerships, we will be working with our state run preschool and elementary school staff to ensure a smooth transition for our TK/K and 5th/6th grade students moving from one grade level to the next.

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

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

10—Continuous Quality Improvement

Each trimester and during the summer, district office staff conduct walkthroughs at all of the MVWSD+ school sites. They also meet with leadership of each partner agency to examine data, both quantitative (enrollment) and qualitative (parent, staff,and student surveys and feedback). Our intent is to consistently engage in a data-based, continuous improvement cycle using the Quality Standards for Expanded Learning; setting goals and identifying next steps for improvement in staff development, curriculum, and scheduling.

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

11—Program Management

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

1. MVWSD+ web page for program communication
   A dedicated webpage created to provide updated information and resources for families regarding MVWSD+ programming. This webpage also includes detailed procedures and links to parent handbooks.

2. Enrollment Management
   - The MVWSD+ Team is responsible for managing enrollment notifications
   - Enrollment and registration are supported through MVWSD+'s internal data management system, designed specifically for this purpose.
   - Coordination with the Director of Technology ensures that all enrollment and registration systems are properly integrated.

3. Administrative Support
   - Two dedicated administrators are assigned to oversee program operations
   - The YMCA Program Director meets weekly with these administrators to review progress, troubleshoot challenges, and engage in short- and long-term planning.
   - Monthly meetings are held between site directors and site principals to align site-level operations and address any concerns.

4. Site-Level Support
   - Each site has a designated School and Community Engagement Facilitator (SCEF) able to assist with student and family support regarding MVWSD+ program information and questions.
   - Site staff regularly review exit tickets and incident forms to monitor student behavior, ensure safety, and implement necessary interventions.

5. Attendance Tracking
   - Attendance systems are being set up in collaboration with the Information Systems team to ensure accurate and timely reporting.

6. Fiscal Management
   - The district requires partner agencies to submit invoices monthly which are verified by MVWSD+ staff and reviewed using the district's standard protocols for invoice processing and payment.

Budget and Accountability

The budget is adequate to provide program access for all students who qualify and enroll in the program which operates during the 180 days that school is in session and 30 intersession days. Our agreement with our YMCA partner specifies the following rates:
Cost per after school day per enrolled student, grades TK/K: $13.80
Cost per after school day per enrolled student, grades 1-6: $9.00
Cost per intersession day per enrolled student, grades TK/K: $40.00
Cost per intersession day per enrolled student, grades 1-6: $33.50

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

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

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

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

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

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

General Questions

1. Existing After School Education and Safety (ASES) and 21st Community Learning Centers (21st CCLC) Elementary and Middle School grantees.

ASES, 21st CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent programmatic requirements will be adopted for program guidance.

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

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

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

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

Are the programs comparable?

MVWSD has had an existing ASES-funded program, Beyond the Bell, for nearly two decades. This program has fulfilled similar goals and priorities as ELO-P and will continue to provide this service to MVWSD families at select sites in the district, using ASES funding under the umbrella of ELO-P. Beyond the Bell prioritizes enrolling unduplicated pupils at the 5 school sites served. It is our goal, as the ELO-P evolves, to provide one comprehensive and seamless program that includes ASES priorities and funding. Current policies and procedures are being reviewed and updated to ensure requirements of all grants and funding are satisfied as well as ensure accessibility and flexibility to students and families (e.g. attendance requirements, early release policy).

2. Transitional Kindergarten and Kindergarten

Partner agencies will hire staffing to ensure a pupil to staff ratio of no more than 10:1 in TK and Kindergarten. Staff will be well trained to ensure a developmentally appropriate environment for our TK and K students. We will collaborate with our preschool department to provide specific curriculum and programs for our youngest students, ensuring they are happy, safe, and learning. It is our hope to include staff recruited from among those currently serving at our

school sites to ensure a seamless interface between school and the ELO-P. In addition to collaboration with our preschool department, we will strive to collaborate with First Five Santa Clara County to access their expertise to provide training and support activities for this age group.

3. Offer and Provide Access

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

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

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

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

4. Field Trips

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

5. Program Fees

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

program.

6. Sample Program Schedule- Regular School day

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

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

Sample Program Schedule- No School Day

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

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

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

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

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

Local educational agencies operating expanded learning opportunity programs pursuant to this section may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple school sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on all of the following:

(A) The department's guidance.

(B) Section 8482.6.

(C) Paragraphs (1) to (9), inclusive, and paragraph (12) of subdivision (c) of Section 8483.3.

(D) Section 8483.4, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

Regular School Days and Hours
***EC* Section 46120(b)(1)(A):**

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the 175-instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, recess, and meals, are no less than nine hours of combined instructional time, recess, meals, and expanded learning opportunities per instructional day.

Non School Days and Hours
***EC* Section 46120(b)(1)(B):**

(i) For at least 30 non school days, inclusive of extended school year days provided pursuant to paragraph (3) of subdivision (b) of Section 56345, no less than nine hours of in-person expanded learning opportunities per day.
(ii) Extended school year days may include in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, recess, and meals, are not less than nine hours of combined instructional time,

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

Prioritizing Schoolsites
***EC* Section 46120(b)(3):**

Local educational agencies shall prioritize services provided pursuant to this section at schoolsites in the lowest income communities, as determined by prior year percentages of pupils eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with expanded learning opportunity programs across their attendance area.

Grades Served
***EC* Section 46120(b)(4):**

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

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

Local educational agencies are encouraged to collaborate with community-based organizations and childcare providers, especially those participating in state or federally subsidized childcare programs, to maximize the number of expanded learning opportunity programs offered across their attendance areas.

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

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

Snacks and Meals
***EC* Section 8482.3(d)(1-2):**

(1) [Local educational agencies] shall agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2.

(2) [Local educational agencies] shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care

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

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

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

Staff Minimum Qualifications, Ratio
***EC* sections 8483.4(a) and 46120(b)(2)(D):**

The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal.

The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1, *except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1*. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district.

Program Components
***EC* Section 8482.3(c)(1)(A–B):**

Each component of a program established pursuant to this article shall consist of the following two elements:

(A) An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.

(B) An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.

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

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

notify the local educational agency by the next working day following, and to submit a written report within seven days of, the occurrence of any health- or safety-related issues, including, but not limited to, issues involving criminal background clearances for employees, building safety, and any event specified in subdivision (c). (c) For purposes of this section, an “event” includes any of the following: (1) Death of a child from any cause.

(2) Any injury to a child that requires medical treatment.

(3) Any unusual incident or child absence that threatens the physical or emotional health or safety of a child.

(4) Any suspected child abuse or neglect, as defined in Section 11165.6 of the Penal Code.

(5) Epidemic outbreaks.

(6) Poisonings.

(7) Fires or explosions that occur in or on the premises.

(8) Exposure to toxic substances.

(9) An arrest of an employee of the third party.

(10) Any other event as specified by the local educational agency.

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

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Action) Declaration of Need for Fully Qualified Educators

Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

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Background:
Each year, the District must submit a Declaration of Need for Fully Qualified Educators (CL-500) to the California Commission on Teacher Credentialing. Submission of a Declaration of Need for Fully Qualified Educators by the employing agency shall be a prerequisite to the issuance of any emergency permit and/or limited assignment permit for that agency. The Declaration of Need for Fully Qualified Educators by an employing agency shall be valid for no more than twelve months, and shall expire on the 30th day of June following its submission to the Commission.

Fiscal Implication:

Recommended Action:
It is recommended that the Board of Trustees approve the Declaration of Need for Fully Qualified Educators for 2025-26 as presented.

ATTACHMENTS:

Description	Type	Upload Date
MVWSD Declaration of Need 2025-26	Backup Material	4/1/2025

State of California
Commission on Teacher Credentialing
Certification Division
651 Bannon Street, Suite 601
Sacramento, CA 95811

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2025-26

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Mountain View Whisman School District District CDS Code: 69591

Name of County: Santa Clara County CDS Code: 43

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 4 / 24 / 2025 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2026.

Submitted by (Superintendent, Board Secretary, or Designee):

Jeffrey Baier		Superintendent
Name	*Signature*	*Title*
650-964-8907	650-526-3500	04/24/2025
Fax Number	*Telephone Number*	*Date*

1400 Montecito Ave., Mountain View, CA 94043
Mailing Address

jbaier@mvwsd.org
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

Name	*Signature*	*Title*
Fax Number	*Telephone Number*	*Date*

Mailing Address

EMail Address

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	**Estimated Number Needed**
CLAD/English Learner Authorization (applicant already holds teaching credential)	15
Bilingual Authorization (applicant already holds teaching credential)	4
List target language(s) for bilingual authorization: Spanish, French, and Chinese (Mandarin)	
Resource Specialist	10
Teacher Librarian Services	1
Emergency Transitional Kindergarten (ETK)	4

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	10
Single Subject	10
Special Education	10
TOTAL	30

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture	0	Mathematics	3
Art	1	Music	1
Business	0	Physical Education	0
Dance	0	Science: Biological Sciences	2
English	4	Science: Chemistry	0
Foundational-Level Math	0	Science: Geoscience	0
Foundational-Level Science	2	Science: Physics	0
Health	0	Social Science	1
Home Economics	0	Theater	1
Industrial & Technology Education	0	World Languages (specify)	3 - Spa, Chn, Fr

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ○ Yes ◉ No

If no, explain. Our district partners with local universities and the county office to find interns.

Does your agency participate in a Commission-approved college or university internship program? ◉ Yes ○ No

If yes, how many interns do you expect to have this year? 3-6

If yes, list each college or university with which you participate in an internship program.

Santa Clara County Office of Education, San Jose State, San Fransisco State, Fresno State, Santa Clara University

If no, explain why you do not participate in an internship program.

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Action) Resolution No. 02-042425 Recognizing May 14, 2025 as Day of the Teacher

Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

---

Background:
Teachers make a crucial difference in the lives of all the District's students. California "Day of the Teacher" is recognized on the second Wednesday in May of each year.

Fiscal Implication:

Recommended Action:
Staff recommend that the Board of Trustees approve and adopt Resolution No. recognizing May 14, 2025 as Day of the Teacher as presented

ATTACHMENTS:

Description	Type	Upload Date
Board Resolution No. 02-042425	Backup Material	3/27/2025

Mountain View Whisman School District
Resolution No. 02-042425
Recognizing May 14, 2025 as Day of the Teacher

WHEREAS, education is the most vital activity we as a society undertake to ensure the well-being of the nation; and

WHEREAS, education is in large measure the result of the talent and commitment of teachers and their ability to inspire, encourage and enlighten; and

WHEREAS, teaching is a profession characterized by skill, knowledge, discipline, tenacity and creativity in the delivery of instruction; and

WHEREAS, teachers are a source of caring, concern, counseling, empathy, warmth and love, and deserve recognition and gratitude for the invaluable work they do; and

WHEREAS, teachers in the Mountain View Whisman School District educate and motivate students including those that require unique skills and compassion; and

WHEREAS, teachers in the Mountain View Whisman School District have made a crucial difference in the lives of students and are true champions for children, schools and community.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Mountain View Whisman School District and the Superintendent express their gratitude and commend the teachers of the Mountain View Whisman School District and join the Governor and Legislature of California in designating May 14, 2025, as Day of the Teacher; and

BE IT FURTHER RESOLVED, that the Board of Trustees of the Mountain View Whisman School District and Superintendent encourage activities to recognize and honor teachers on this day.

Adopted by the Board of Trustees of the Mountain View Whisman School District on this 3rd day of April, 2025 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

_____
President, Board of Trustees of the
Mountain View Whisman School District
Santa Clara County, State of California

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Action) Resolution No. 01-042425, Recognizing May 18-24, 2025 as Classified School Employee Week

Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

---

Background:
Each year the Governor and Legislature in California designate the third week in May as "Classified School Employees Week." Classified school employees perform valuable school services, which enhance the educational process for all the District's students.

Fiscal Implication:

Recommended Action:
Staff recommend that the Board of Trustees approve and adopt Resolution No., recognizing May 18 through May 24, 2025 as Classified School Employee Week.

ATTACHMENTS:

Description	Type	Upload Date
Board Resolution No. 01-042425	Backup Material	4/1/2025

Mountain View Whisman School District

Resolution No. 01-042425

Recognizing May 18 through May 24, 2025 as Classified School Employee Week

WHEREAS, the week of May 18 through May 24, 2025, has been designated by the Governor and Legislature of California as Classified School Employee Week; and

WHEREAS, classified employees support and enhance the educational process by assisting instructors, transporting students, preparing nutritional meals, maintaining buildings and grounds, and performing all technical, business, clerical and secretarial functions; and

WHEREAS, classified school employees contribute to the establishment and promotion of a positive instructional environment and play a vital role in providing for the welfare and safety of Mountain View Whisman School District's students; and

WHEREAS, classified employees provide services that enable the Mountain View Whisman School District to respond effectively to the needs of students, parents, teachers, administrators and the greater community; and

WHEREAS, classified employees in the Mountain View Whisman School District are deserving of special recognition for their many contributions in a wide variety of roles to the institution of public education in this county, state and nation.

NOW, THEREFORE, BE IT RESOLVED, that the Mountain View Whisman School District Board of Trustees express their gratitude and commend all classified employees for their service to the District and designate the week of May 18-24, 2025, as "Classified School Employee Week."

BE IT FURTHER RESOLVED, that the Board of Education urges the members of our community throughout this District to recognize classified employees during this week and to applaud their hard work and dedication to the success of public education.

PASSED AND ADOPTED by the Board of Education on this 24th day of April, 2025 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

_____

President, Board of Trustees
Mountain View Whisman School District
Santa Clara County, State of California

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Action) Resolution No. 06-042425 Approving the Formation of a Non-Profit Corporation to Govern Staff Housing at 699 N. Shoreline Blvd

Estimated Time:

Person Responsible:
Peter Ingram, District Housing Consultant
Rebecca Westover, Ed.D., Chief Business Officer
Jeffrey Baier, Superintendent

Background:
At the March 27 Board of Trustees Study Session, the governance team agreed upon several "Success Criteria" for the lease-up and stabilization of the MVW at the Sevens staff housing project. In the ensuing discussion, the Board's consensus was to move ahead quickly to cause the formation of a non-profit 501(c)(3) corporation to govern staff housing into the future. The desired model for implementation is the Jefferson Union High School District's Educational Housing Corporation, which has been operating for three years.

Fiscal Implication:
Legal Counsel costs associated with processing application documents with the Federal and State Governments.

Recommended Action:
Staff recommends that the Board pass Resolution No. 06-042425 Approving the Formation of a Non-Profit Corporation to Govern Staff Housing at 699 N. Shoreline Blvd.

Staff also recommends that the Board approve the Articles of Incorporation Corporation and the Bylaws of MVW Residences, as presented.

ATTACHMENTS:

Description	Type	Upload Date
Resolution No. 06-042425 Resolution of the Board of Trustees of the Mountain View Whisman School District Approving the Formation of a Non-profit Corporation to Govern Staff Housing at 669 N. Shoreline Blvd.	Backup Material	4/17/2025
Articles of Incorporation of MVW Residences Corporation	Backup Material	4/17/2025
Bylaws of MVW Residences Corporation, A California Nonprofit Public Benefit Corporation	Backup Material	4/17/2025
Staff Housing Project	Presentation	4/18/2025

RESOLUTION NO. 06-042425

RESOLUTION OF THE BOARD OF TRUSTEES OF THE MOUNTIAN VIEW WHISMAN SCHOOL DISTRICT APPROVING THE FORMATION OF A NON-PROFIT CORPORATION TO GOVERN STAFF HOUSING AT 699 N. SHORELINE BLVD.

WHEREAS, the Mountain View Whisman School District (the "District") is a school district duly organized under the laws of the State of California;

WHEREAS, in order to advance and support the educational mission of the District, including with respect to the District's efforts to attract and retain qualified educational employees, the District has built, established and is currently operating that certain teacher and staff housing facility known as "Mountain View Whisman at the Sevens" in partnership with the City of Mountain View (the "Housing");

WHEREAS, the Board of Trustees of the District (the "Board") now wishes to provide for the smooth, purposeful and efficient operation of the Housing by placing the responsibility for governing the Housing under the responsibility of a non-profit corporation to be formed by the District for that purpose;

WHEREAS, the Board has determined that it is in the best interest of the District to establish the MVW Residences Corporation, to be so named and approved by this Board, as a California nonprofit public benefit corporation (the "Corporation"), to govern the Housing;

WHEREAS, to that end, the "Articles of Incorporation of MVW Residences Corporation" (the "Articles") and "Bylaws of the Corporation" have been presented to this Board for its review and approval; and

WHEREAS, it appears to the Board that the approval, execution, and delivery, as appropriate, of the Articles and the Bylaws are desirable and in the best interests of the District.

NOW, THEREFORE, be it resolved by the Board of Trustees of the Mountain View Whisman School District, Santa Clara County, California, as follows:

Section 1. Recitals. The Board hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Establishment of Corporation. The Board hereby directs the Superintendent or his designee, to establish the MVW Residences Corporation, the mission statement for which is attached hereto as Exhibit A and hereby adopted and approved.

Section 3. Approval of the Articles. The proposed form of the Articles relating to the incorporation of the Corporation, as presented to this meeting, is hereby approved. The Superintendent of the District, or his designee, is hereby authorized and directed, for and on behalf of the District, to execute and deliver to legal counsel, the Articles in substantially said form, with such changes therein as the Superintendent, or his designee, with the advice of legal counsel, may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof. The Board hereby further directs the Superintenent to file, or cause to be filed, the Articles with the California Secretary of State and to take such other related actions as are necessary to establish and form the Corporation.

Section 4. **Approval of the Bylaws.** The proposed form of the Bylaws relating to the Corporation, as presented to this meeting, is hereby approved. The Superintendent of the District, or his designee, is hereby authorized and directed, for and on behalf of the District, to execute and deliver to legal counsel, the Bylaws in substantially said form, with such changes therein as this Board or the Superintendent, or his designee, with the advice of legal counsel, may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 5. **Appointment of Initial Board Members.** The Board shall select and appoint those individuals as described in the Bylaws to serve as the Corporation's initial board of directors through a selection process to be conducted by this Board. The Board hereby expresses its intent to convene a Board of Directors with the knowledge and expertise that best serves the highest functioning of the Housing to meet the needs of District staff who are residents.

Section 6. **Authorization of Officers to Execute Documents.** The Board hereby authorizes and directs the Superintendent, or his designee, and the officials and staff of the District, and each of them individually, to do any and all things and to execute and deliver any and all documents that they may deem necessary or advisable in order to complete the formation of the Corporation (which includes obtaining federal and state tax-exempt status for the Corporation), and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution. All actions heretofore taken by the District's officers, officials and staff that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed and approved in all respects.

Section 7. **Effective Date.** This Resolution shall take effect from and after its date of adoption.

APPROVED, PASSED, AND ADOPTED by the following vote of the members of the Board of Trustees of the Mountain View Whisman School District, Santa Clara County, California, on the 24th day of April, 2025, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

_____
President, Board of Trustees
Mountain View Whisman School District

ATTEST:

_____
Secretary, Board of Trustees
Mountain View Whisman School District

EXHIBIT A

Mission Statement of the Corporation

The MWV Residences Corporation is established with the following mission:

"We provide affordable, well-maintained housing for MVWSD staff in order to attract and retain staff members and strengthen community connections for the benefit of our students."

ARTICLES OF INCORPORATION

OF

MVW RESIDENCES CORPORATION

I.

The name of this corporation shall be MVW Residences Corporation

II.

The purposes for which this corporation is formed are:

A. The specific and primary purposes are (l) to advance and support the educational mission of the Mountain View Whisman School District ("District"), including with respect to the District's efforts to attract and retain qualified educational employees through the management and operation of affordable housing for such employees; (2) to solicit gifts of money, real property, or personal property, to manage all such assets received by the Corporation, and to use and apply the whole or any part of the income and/or principal of such assets exclusively in the management and operation of affordable housing for educational employees; and (3) to engage in any other activities reasonably related to such purposes.

B. The general purposes and powers are to have an exercise all rights and powers conferred on non-profit corporations under the laws of California, including the power to contract, rent, buy or sell personal or real property, provided, however, that this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this corporation.

C. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

III.

This corporation is organized pursuant to the General Non-profit Corporation Law of the State of California. This corporation does not contemplate pecuniary gain or profit to the members thereof and it is organized for nonprofit purposes.

IV.

The principal office for the transaction of the business of this corporation is located in the County of Santa Clara, State of California.

V.

The authorized number of qualifications of members of the corporation, the voting classes of membership, if any, the property, voting and other rights and privileges of members, and their liability to dues and assessments and the method of collecting thereof, shall be set forth in the bylaws.

VI.

The purpose of this corporation is irrevocably dedicated to educational purposes and no part of the net income or assets of this organization shall ever inure to the benefit of any private individual. The purposes contained in this paragraph are limited to those meeting the requirements for a welfare exemption under Section 214 of the Revenue and Taxation Code. Upon the dissolution or winding up of the corporation, its assets remaining after payment of, or provision for payment , of all debts and liabilities of this corporation, shall be distributed to a non-profit fund, foundation or corporation which is organized and operated exclusively for educational, charitable or religious purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code. If this corporation holds any assets in trust, or a corporation is formed for charitable purposes, such assets shall be disposed of in such a manner as may be directed by decree of the superior court of the county in which the corporation has its principal office, upon petition therefore by the Attorney General or by a person concerned in the liquidation, in a proceeding in which the Attorney General is a party.

IN WITNESS WHEREOF, the undersigned have executed these Article of Incorporation, this ___day of ____, 2025.

_____

_____, Incorporator

BYLAWS

OF

MVW RESIDENCES CORPORATION,

A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

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BYLAWS
OF
MVW RESIDENCES CORPORATION,
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

ARTICLE I

NAME

The name of this corporation is MVW RESIDENCES CORPORATION (the "Corporation").

ARTICLE II

OFFICES OF THE CORPORATION

Section 1. Principal Office

The principal office for the transaction of the activities and affairs of the Corporation ("Principal Office") shall be located in Santa Clara County, California.

Section 2. Other Offices

The Board may at any time establish branch or subordinate offices at any place where the Corporation is qualified to conduct its activities.

ARTICLE III

PURPOSES

Section 1. Purposes

The purposes of this Corporation are (l) to advance and support the educational mission of the Mountain View-Whisman School District ("District"), including with respect to the District's efforts to attract and retain qualified educational employees through the management and operation of affordable housing for such employees; (2) to solicit gifts of money, real property, or personal property, to manage all such assets received by the Corporation, and to use and apply the whole or any part of the income and/or principal of such assets exclusively in the management and operation of affordable housing for educational employees; and (3) to engage in any other activities reasonably related to such purposes.

Section 2. Limitations

The purposes for which the Corporation is organized are exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and Sections 214 and 23701 of the California Revenue and Taxation Code, as amended. Notwithstanding any other provision of the Corporation's Articles of Incorporation or these Bylaws, the Corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States internal revenue law), or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States internal revenue law).

Section 3. Dedication of Assets

The Corporation's assets are irrevocably dedicated to charitable purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Director or Officer of the Corporation.

ARTICLE IV

MEMBERSHIP

The Corporation shall have no members within the meaning of the California Nonprofit Public Benefit Corporation Law. Any action which would otherwise require approval by a majority of all members or approval by the members shall require only approval of the Corporation's Board of Directors (the "Board"), subject to Article V, Section 2. All rights which would otherwise vest in the members shall vest in the Directors.

ARTICLE V

BOARD OF DIRECTORS

Section 1. General Corporate Powers

Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the Articles of Incorporation or Bylaws regarding actions that require the approval of the District's Board of Trustees, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board.

Section 2. Specific Powers

Without prejudice to the general powers set forth in Section 1 of this Article, but subject to the same limitations, the Directors shall have the power to do the following:

(a) Appoint and remove all the Corporation's Officers, agents, and employees; prescribe powers and duties for them that are consistent with law, with the Articles of Incorporation, and with these Bylaws; and fix their compensation and require from them security for faithful performance of their duties, as deemed appropriate by the Directors.
(b) Supervise the Corporation's Officers, agents, and employees to ensure that they perform their duties properly.
(c) Meet at such time and place as required by these Bylaws.
(d) Enter into contracts on behalf of the Corporation; delegate contracting authority to the Corporation's Officers, agents, and employees; ratify contracts; borrow money and incur indebtedness on behalf of the Corporation; and cause to be executed and delivered for the Corporation's purposes, in the Corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
(e) Adopt or amend the Articles of Incorporation or Bylaws of the Corporation, subject to the approval of the District's Board of Trustees.
(f) Adopt or revise the Corporation's annual budget or long-range plan, subject to the approval of the District's Board of Trustees.

(g) Appoint outside auditors for the Corporation.
(h) Create a taxable or tax-exempt subsidiary, subject to the approval of the District's Board of Trustees.
(i) Acquire a controlling interest in another entity, subject to the approval of the District's Board of Trustees.
(j) Merge, dissolve, or transfer all or substantially all of the Corporation's assets, subject to the approval of the District's Board of Trustees.

Section 3. Authorized Number and Qualifications of Directors

The Board shall consist of no fewer than five (5) and no more than seven (7) Directors, with the precise number of Directors to be fixed from time to time by the District's Board of Trustees. The following provisions shall govern the appointment and qualification of Directors:

(a) One Director shall be member of the District's Board of Trustees.
(b) One Director shall be a District executive employee and, initially, shall be the District's Chief Business Officer.
(c) One Director shall be a District employee who does not plan to live in the housing development
(d) Not less than two (2) and not more than four (4) Directors shall be community members with backgrounds and expertise in real estate development, affordable housing, asset management, accounting, or related professions.

Section 4. Restriction on Interested Persons as Directors

No more than forty-nine percent (49%) of the persons serving on the Board may be "interested persons." For purposes of these Bylaws an "interested person" is any of the following:

(a) any person compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise; and
(b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person.

However, any violation of the provisions of this paragraph shall not affect the validity or enforceability of any transaction entered into by the Corporation.

Section 5. Appointment and Term of Office.

The Directors shall be appointed by the District Board of Trustees. Directors shall serve for staggered three (3)-year terms, with approximately one-third of the Directors being appointed each year. An individual may serve a maximum of two consecutive terms, but may be appointed to serve as a Director after the passage of at least one year during which the individual does not serve as a Director. Notwithstanding the foregoing, each Director, including a Director appointed to fill a vacancy, shall hold office until expiration of the term for which appointed or until a successor has been appointed and qualified. No Director may serve more than six (6) consecutive years.

Section 6. Events Causing Vacancy

The occurrence of any of the following shall result in a vacancy on the Board:

(a) the death or resignation of any Director;
(b) the declaration by action of the Board or the District's Board of Trustees, pursuant to Section 5221 of the Corporations Code, of a vacancy in the office of a

Director who has been declared of unsound mind by an order of any court, convicted of a felony, or found by final order or judgment of any court to have breached a duty under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law;

(c) the removal of a Director in accordance with Article V, Section 8, below; or

(d) an increase in the authorized number of Directors.

Section 7. Resignations

Except as provided below, any Director may resign by giving written notice to the President or the Secretary of the Corporation. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective (provided that such effective date shall be no more than 90 days from the date of notice). If a Director's resignation is effective at a later time, the District's Board of Trustees may appoint a successor Director to take office as of the date that the resignation becomes effective. Except on notice to the Attorney General of California, no Director may resign if the Corporation would be left without a duly appointed Director or Directors.

Section 8. Removal

The Mountain View Whisman School District Board of Trustees may remove a Director from office under any of the following circumstances:

(a) The Director fails to attend three (3) consecutive regular meetings of the Board without a leave of absence approved by the President; or

(b) The Director otherwise fails to meet any qualification criteria in effect when the Director began the Director's current term of office; or

(c) The Director is removed for cause pursuant to Corporations Code Section 5221.

Section 9. Filling Vacancies

A vacancy on the Board shall be filled by a person appointed by the District's Board of Trustees, to serve the remaining term of the Director whose position became vacant.

Section 10. No Vacancy on Reduction in Number of Directors

No reduction in the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires.

Section 11. Compensation and Reimbursement

Directors and Officers shall not receive compensation for their services as Directors and Officers. They may receive reimbursement of expenses, as approved by the Board and as authorized by the District's Board of Trustees.

Section 12. Board President's Authority to Act on Behalf of the Board

If a situation arises that, pursuant to these Bylaws, would ordinarily require approval of the full Board, but action and/or a decision is needed before a Board meeting can reasonably be noticed and convened, the Board President, acting in consultation with the District's Superintendent, may act on behalf of the Board to the full extent reasonably necessary to 1) protect or preserve Corporation assets or 2) protect residents' health or safety. Such action shall be presented at the next meeting of the Corporation Board for ratification.

ARTICLE VI

DIRECTORS' MEETINGS

Section 1. Place of Meetings

Meetings of the Board shall be held at any place within California that has been designated by resolution of the Board or in the notice of the meeting or, if not so designated, at the Principal Office of the Corporation, provided that such meeting place shall be consistent with legal requirements set forth in the Ralph M. Brown Act, codified at Sections 54950, *et seq*., of the California Government Code.

Section 2. Method of Meetings

All meetings of the Board are subject to and will comply with the requirements of the California open meetings law applicable to local government agency governing boards, commonly known as the Ralph M. Brown Act, codified at Sections 54950, *et seq*., of the California Government Code. Directors shall be authorized to meet by remote and electronic means to the full extent permitted under the Brown Act and the proclamations or regulations of any State or local authorities made in response to State or local emergencies.

Section 3. Annual Meeting

The Board shall hold a regular annual meeting for purposes of organization, election of Officers, and transaction of other business.

Section 4. Other Regular Meetings

Other regular meetings of the Board may be held at such time and place as the Board may fix from time to time but not less than on a quarterly basis.

Section 5. Authority to Call Special Meetings

Special meetings of the Board for any purpose may be called at any time by the President, the Secretary, or any two (2) Directors. In addition to any notice requirements set forth in the Brown Act, Directors shall receive at least four days' notice of special meetings by first class mail or 24 hours' notice delivered personally or by telephone, including a voice messaging system or by electronic transmission by the corporation.

Section 6. Quorum

A majority of the Directors then in office shall constitute a quorum for the transaction of business, except to adjourn.

Section 7. Voting

Each Director shall be entitled to one (1) vote on each matter before the Board. Directors shall not be permitted to vote by proxy. The affirmative vote of a majority of the Directors then in office shall be the act of the Directors, except as otherwise provided in these Bylaws and subject to any more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to:

(a) approval of contracts or transactions in which a Director has a direct or indirect material financial interest;
(b) approval of certain transactions between corporations having common directorships;
(c) creation of and appointments to committees of the Board; and
(d) indemnification of Directors.

Section 8. Adjournment

A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

Section 9. Conflicts of Interest

(a) Duty to disclose material financial interest or common directorship. Any Director who has a material financial interest in a transaction to which the Corporation is a party or who is a director of another corporation or association with which the Corporation proposes to enter into a contract or transaction ("common director") shall promptly disclose such material financial interest or common directorship to the Board. Such disclosure shall be made a part of the record of the Board's meetings. Only by way of example, a director who resides in housing owned by the District that is managed by the Corporation pursuant to agreement between the District and the Corporation or who is on a wait list for such housing (or who has a family member who resides in such housing or is on the waiting list for such housing), has a material financial interest with respect to any consideration by the Corporation of rental rates, other housing-related fees or costs, or waitlist priorities.

(b) Procedure for considering transaction involving an interested Director. The Board shall not approve a transaction in which a Director has disclosed a material financial interest unless the Board takes all of the following actions and records in the written meeting minutes that such actions were taken. The Board shall:

i. Make a finding that the Corporation is entering into the transaction for its own benefit.
ii. Make a finding that the transaction is fair and reasonable to the Corporation at the time the Corporation enters into the transaction.
iii. Before consummating the transaction or any part of it, authorize or approve the transaction in good faith by a vote of a majority of the Directors then in office without counting the vote of the Director(s) who have a material financial interest, and with knowledge of the material facts of the transaction and the Directors' material financial interests in the transaction. No action by a Board committee shall satisfy this requirement.
iv. Before authorizing or approving the transaction, consider and in good faith determine after reasonable investigation under the circumstances that the Corporation cannot obtain a more advantageous arrangement with reasonable effort under the circumstances.

Directors with a material financial interest may be counted in determining the presence of a quorum at a meeting of the Board which authorizes or approves a contract or transaction.

(c) Procedure for considering transaction involving a common Director. The Board shall not approve a transaction involving a common Director unless the Board takes all of the following actions and records in the written meeting minutes that such actions were taken. The Board shall, after full disclosure of all the material facts of the transaction and the common directorship, authorize or approve the contract or transaction in good faith by a vote sufficient without counting the vote of the common Director(s).

(d) Because the knowledge of the interested or common Director may assist the Board in reaching an informed and reasonable decision, the foregoing requirements shall not prevent any interested or common Director from briefly stating his position on the transaction or from answering questions of other Directors.
(e) Each new Director shall be advised of the requirements contained in this Article VI, Section 9 upon becoming a Director.

ARTICLE VII

COMMITTEES

Section 1. Committees of the Board

The Board may create one or more committees, each consisting of not more than three Directors, to serve at the pleasure of the Board. Appointments to committees of the Board shall be by majority vote of the Directors then in office. The Board may appoint one or more Directors as alternate members of any such committee, who may replace any absent member at any meeting.

Any such committee shall have such authority of the Board, except that no committee, regardless of Board action, may:

(a) Fill vacancies on the Board or on any committee that has the authority of the Board;
(b) Amend or repeal these Bylaws or adopt new Bylaws;
(c) Amend or repeal any resolution of the Board that by its express terms is not so amendable or repealable;
(d) Create any other committees of the Board or appoint the members of committees of the Board;
(e) Approve any contract or transaction to which the Corporation is a party and in which one or more of its Directors has a material financial interest, except as special approval is provided for in Section 5233(d)(3) of the California Corporations Code; or
(f) Approve any action which the District's Board of Trustees is required to approve.|

Section 2. Meetings and Action of Committees of the Board

Meetings and actions of committees of the Board shall be governed by, held, and taken in accordance with the provisions of these Bylaws concerning meetings and other Board actions, except that the time for regular meetings of such committees and the calling of special meetings of such committees may be determined either by Board action or, if there is none, by action of the committee of the Board. The Board may adopt rules for the government of any committee, provided they are consistent with these Bylaws or, in the absence of rules adopted by the Board, the committee may adopt such rules.

ARTICLE VIII

OFFICERS

Section 1. Officers of the Corporation

The Officers of the Corporation shall be a President, a Vice President, Secretary, and a Treasurer. The Corporation may also have, in the Board's discretion such other Officers as may be appointed in accordance with Section 3 of this Article. Any number of offices may be held by the same person, except that neither the Vice President, Secretary nor the Treasurer may serve concurrently as the President.

Section 2. Election of Officers

The Officers of the Corporation, except those appointed by the President under Section 3 of this Article, shall be chosen annually by the Board and shall serve at the pleasure of the Board, subject to the rights, if any, of any Officer under any contract of employment. Officers shall not serve more than two consecutive terms.

Section 3. Other Officers

The Board may appoint, and may authorize the President to appoint, any other Officers the Corporation may require. Each Officer so appointed shall have the title, hold office for the period, have the authority, and perform the duties specified in the Bylaws or determined by the Board.

Section 4. Removal of Officers

Without prejudice to any rights of an Officer under any contract of employment, any Officer may be removed with or without cause by the Board.

Section 5. Resignation of Officers

Any Officer may resign at any time by giving written notice to the Corporation. The resignation shall take effect as of the date the notice is received or at any later time specified in the notice and, unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to the rights, if any, of the Corporation under any contract to which the Officer is a party.

Section 6. Vacancies in Office

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office; provided, however, that vacancies need not be filled on an annual basis.

ARTICLE IX

RESPONSIBILITIES OF OFFICERS

Section 1. President

The President shall preside at meetings of the Board and shall both have such other powers and duties as the Board or the Bylaws may prescribe.

Section 2. Vice President

If the President is absent or disabled, the Vice President shall perform all duties of the President. When so acting, the Vice President/Secretary shall have all powers of and be subject to all restrictions on the President. The Vice President shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

Section 3. Secretary

The Secretary shall keep or cause to be kept, at the Corporation's Principal Office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board and committees of the Board. The minutes of meetings shall include the time and place that the meeting was held, whether the meeting was annual, regular, or special, and, if special, how authorized, the notice given, and the names of those present at Board and committee meetings. The Secretary shall keep or cause to be kept, at the Principal Office in California, a copy of the Articles of Incorporation and Bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board required by these Bylaws to be given. The Secretary shall keep the corporate seal in safe custody and shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

Section 4. Treasurer

The Corporation shall have a Treasurer, who shall be the Chief Business Officer of the District, and shall, from time to time, report matters related to the Corporation's financial condition. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Treasurer shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board. The books of account shall be open to inspection by any Director at all reasonable times. The Treasurer shall cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate, shall disburse the Corporation's funds as the Board may order, shall render to the President and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the Corporation.

Section 5. Chief Executive Officer

The Chief Executive Officer (CEO) shall be a District Staff member, and shall have general supervision, direction and control of the business and affairs of the Corporation. He or she shall have the general powers and duties of management usually vested in the office of the chief executive of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

ARTICLE X

INDEMNIFICATION

Section 1. Right of Indemnity

To the fullest extent permitted by law, the Corporation or the District shall indemnify the Corporation's Directors, Officers, employees, and other persons described in Section 5238(a) of the California Corporations Code, including persons formerly occupying such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used

in that Section, and including an action by or in the right of the Corporation, by reason of the fact that the person is or was a person described in that Section. "Expenses," as used in this bylaw, shall have the same meaning as in Section 5238(a) of the California Corporations Code.

Section 2. Approval of Indemnity

On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporations Code, the Board shall promptly determine under Section 5238(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and, if so, the Board shall authorize indemnification.

Section 3. Insurance

The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its Officers, Directors, employees, and other agents, against any liability asserted against or incurred by any Officer, Director, employee, or agent in such capacity or arising out of the Officer's, Director's employee's, or agent's status as such or to have the District acquire such coverage or the District may acquire such insurance.

ARTICLE XI

RECORDS AND REPORTS

Section 1. Maintenance and Inspection of Corporate Records

The Corporation shall keep the following:

(a) Adequate and correct books and records of account; and
(b) Written minutes of the proceedings of its Board.

The Board and the District's Board of Trustees or its designees, without submitting a written request for inspection, shall have the right at all reasonable times to inspect such books and records maintained by the Corporation. Inspection may be made in person or by authorized agent and includes the right to make photocopies and extracts.

Section 2. Maintenance and Inspection of Articles and Bylaws

The Corporation shall keep at its Principal Office the original or a copy of the Articles of Incorporation and the Bylaws, as amended to date, which shall be open to inspection by the Directors and the District's Board of Trustees or its designees at all reasonable times during office hours.

Section 3. Annual Statement of Certain Transactions and Indemnifications

The Corporation shall annually prepare and furnish to the District's Board of Trustees and each Director a statement of any transaction or indemnification of the following kind within one hundred twenty (120) days after the end of the Corporation's fiscal year:

(a) Any transaction:

- in which the Corporation, its parent, or its subsidiary was a party;
- in which an "interested person" had a direct or indirect material financial interest; and
- which involved more than $50,000, or was one of a number of transactions with the same interested person involving, in the aggregate, more than $50,000.

For purposes of this subparagraph (a), an "interested person" is either of the following:

i. Any Director or Officer of the Corporation, or its parent or subsidiary (a person holding a mere common directorship shall not be deemed an "interested person" for purposes of this subparagraph); or
ii. Any holder of more than 10 percent of the voting power of the Corporation, its parent, or its subsidiary.

The statement shall include a brief description of the transaction, the names of the interested persons involved, their relationship to the Corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest; provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

(b) Any indemnifications aggregating more than $10,000 paid during the fiscal year to any Officer or Director of the Corporation under Article X, Sections 1 and 2 of these Bylaws.

Section 4. Corporate Loans and Guaranties

The Corporation shall not make any loan of money or property to or guaranty the obligation of any Director or Officer, except as expressly allowed under California Corporations Code Section 5236.

ARTICLE XII

CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE XIII

AMENDMENTS

Section 1. Right to Amend Articles and Bylaws

The Corporation's Articles of Incorporation and these Bylaws may be adopted, amended, or repealed only upon the approval of the District’s Board of Trustees and upon the vote of a majority of Directors present at a duly held Board meeting.

ARTICLE XIV

DISSOLUTION

Section 1. Election to Dissolve

This Corporation may elect to wind up and dissolve in any manner permitted by Section 6610 of the California Corporations Code or its successor statute.

Section 2. Distribution upon Dissolution

On dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to the Mountain View Whisman School District, or its successor, or, with the approval of the District's Board of Trustees, to a nonprofit fund, foundation or corporation which is established and operated exclusively for charitable purposes and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of **MVW RESIDENCES CORPORATION**, a California nonprofit public benefit corporation; and

That the foregoing Bylaws, comprising _____ (__) pages, including this page, constitute the Bylaws of said Corporation, as duly agreed upon at a meeting of the Board of Directors held on _____, 2025 and that they have not been amended or modified since that date; and

That the Board of Trustees of the MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT unanimously approved the foregoing Bylaws at its meeting held on _____, 2025.

Executed on _____, 2025, at _____, California.

_____

_____, Secretary

_____

_____, Clerk Board of Trustees
Mountain View Whisman School District

Mountain View
Whisman
School District

Staff Housing Project

April 24, 2025

Mountain View
Whisman
School District

Formation of a Non-Profit Corporation to Govern Staff Housing

Discussion and Action

- **Agenda Item Title:** (Action) Resolution No. 06-042425 Approving the Formation of a Non-Profit Corporation to Govern Staff Housing at 699 N. Shoreline Blvd.
- **Recommended Action:** Staff recommends that the Board pass Resolution No. 06-042425

Background

- March 27 Board of Trustees Study Session: Governance team agreed upon several "Success Criteria" for the lease-up and stabilization of the MVW at the Sevens staff housing project;
- Board's consensus was to move ahead quickly to cause the formation of a non-profit 501(c)(3) corporation to govern staff housing into the future.
- Desired model: Jefferson Union High School District's Educational Housing Corporation, which has been operating for three years.

Suggested MVWSD Success Criteria
(from 3-27 Board Study Session)

- Fill available housing units
  - affordable price point
- Housing project becomes self-sufficient
  - cost-neutral to cash-flow positive
- Board meeting time spent on student learning matters
  - managing entity

Learning From JUHSD
(from 3-27 Board Study Session)

Learning from JUHSD

Three Years of Occupancy - Success Factors:

- Governance & Management
  - 501c3 Educational Housing Corporation established in 2020
  - Separate board of directions with delegated authority
  - District staff have defined oversight roles and are “the humanized employee interface”
  - Board of Trustees engaged, but with continued priority on educational mission

Highlights of Documents for Action

- Resolution
  - Name of the Corporation:
    MVW Residences Corporation
  - Purpose:
    Provide for the smooth, purposeful and efficient operation of the Housing by placing the responsibility for governing the Housing under the responsibility of a non-profit corporation to be formed by the District for that purpose

Highlights of Documents for Action

- Resolution
  - Mission statement:
    "We provide affordable, well-maintained housing for MVWSD staff in order to attract and retain staff members and strengthen community connections for the benefit of our students."

Highlights of Documents for Action

- Articles of Incorporation of MVW Residences Corporation

- Bylaws of MVW Residences Corporation

Recommended Action: Staff recommends that the Board approve the Articles of Incorporation and the Bylaws as presented

Mountain View
Whisman
School District

Next Steps

Roadmap for Implementation of the MVW Residences Corporation

1.	Board of Trustees passes Resolution, approves Articles and Bylaws	4/24
2.	District solicits candidates for MVW Residences Corporation board	Start 4/25
3.	File the articles of incorporation	By 4/30
4.	Finalize the conflict of interest policy	By 5/29
5.	Board of Trustees appoints new board members	By 5/29
6.	Convene the first MVW Residences Corporation board meeting	By 6/30
7.	Obtain an employer identification number	TBD
8.	Apply for federal tax exemption with the Internal Revenue Service (IRS Form 1023) and receive a determination letter	ASAP
9.	File the initial registration form (Form CT-1) with the California Attorney General's Registry of Charities and Fundraisers	ASAP

Roadmap for Implementation of the MVW Residences Corporation

10.	File the Statement of Information (Form Sl-100) with the Secretary of State	ASAP
11.	Apply for California tax exemption with the California Franchise Tax Board (FTB) and receive an affirmation of exemption letter	ASAP
12.	Board of Trustees give WinnResidential 60-day notice	8/31
12.	MVW Residences Corporation board issues RFQ for property management services	9/01
13.	MVW Residences Corporation board selects three best-qualified firms to submit proposals / interviews	by 10/15
14.	MVW Residences Corporation board awards new contract	by 10/31
15.	Property management services begin under contract with MVW Residences Corporation board	11/01

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Action) Approval and Adoption of Resolution No. 03-042425 Determining the Acquisition of Approximately 1.8 Acres of Real Property Commonly Referred to as 699 N. Shoreline Blvd., in the City of Mountain View, California, County of Santa Clara with an Assessor Parcel Number of 153-24-027 Project is Exempt from the California Environmental Quality Act (CEQA) and Deciding to Carry Out the Project

Estimated Time:

Person Responsible:
Rebecca Westover, Ed.D., Chief Business Officer

Background:
The board has not yet made the decision to purchase the land but this step will allow the board to move forward if it chooses.

Mountain View Owner, LLC ("MVO") owns that certain real property consisting of 9.84 acres located at 777 West Middlefield Road, in the City of Mountain View ("City"), County of Santa Clara, State of California (APN. 153-24-005) ("Master Property"). The Master Property is divided into two (2) parcels: (i) approximately 8 acres ("Lot A"); and (ii) approximately 1.8 acres, ("Lot B"). MVO and the District entered into a Ground Lease as of January 27, 2025, for Lot B.

MVO is willing to grant the District an option to negotiate and exercise an option for the purchase of the fee interest in Lot B pursuant to the terms and conditions of the Option to Purchase Real Property ("Option"). The District and MVO entered into the Option as of February 13, 2025, until August 31, 2025 ("Option Period") during which time the District can perform its due diligence and determine if it would be financially prudent to exercise its option to purchase Lot B versus continuing to lease Lot B under the Ground Lease.
Before approving the purchase of the Property, the District must complete environmental review. The Common-Sense Exemption under CEQA Guidelines section 15061(b)(3) exempts projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Here, the Proposed Project will only result in a change of ownership but not cause an environmental or physical change since the District will not change the use of the Property which currently comprises of a building with 144 rental residential units for below market employee housing.
Once a project is determined to be CEQA exempt, a project is no longer subject to either the procedural or substantive requirements of CEQA and the project may proceed immediately thereafter.
Should the Board adopt the Resolution, the Proposed Project will be approved (in other words, decided to carry out the Proposed Project), and District staff will file a Notice of Exemption with the Santa Clara County Clerk and the State Clearinghouse.

Fiscal Implication:
None

Recommended Action:
Approve and adopt Resolution No. 03-042425 Determining that the Acquisition of Approximately 1.8 Acres of Real Property commonly referred to as 699 N. Shoreline Blvd., in the City of Mountain View, California, County of Santa Clara with an Assessor Parcel Number of 153-24-027 is Exempt from the California Environmental Quality Act, and Deciding to Carry Out the Project.

ATTACHMENTS:

Description	Type	Upload Date
Resolution No. 03-042425 Determining that the Acquisition of Approximately 1.8 Acres of Real Property Commonly Referred to as 699 N. Shoreline Blvd.	Backup Material	4/1/2025

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
County of Santa Clara, State of California

RESOLUTION NO. 03-042425

RESOLUTION DETERMINING THE ACQUISITION OF APPROXIMATELY 1.8 ACRES OF REAL PROPERTY COMMONLY REFERRED TO AS 699 N. SHORELINE BLVD., IN THE CITY OF MOUNTAIN VIEW, CALIFORNIA, COUNTY OF SANTA CLARA WITH AN ASSESSOR PARCEL NUMBER OF 153-24-027 PROJECT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND DECIDING TO CARRY OUT THE PROJECT

WHEREAS, on or about February 13, 2025, the Mountain View Whisman School District ("District") entered into negotiations to purchase approximately 1.8 Acres of Real Property commonly referred to as 699 N. Shoreline Blvd., in the City of Mountain View, California, County of Santa Clara with an Assessor Parcel Number of 153-24-027 ("**Property**"); and

WHEREAS, the District must comply with the California Environmental Quality Act ("CEQA") before approving the acquisition of the Property ("**Project**"); and

WHEREAS, exemptions to CEQA are set forth in Article 19 of Title 14 of the California Code of Regulations ("**CEQA Guidelines**"); and

WHEREAS, section 15061(b)(3) of the CEQA Guidelines describes the so-called Common-Sense Exemption, which exempts projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and

WHEREAS, the Project will not have a significant effect on the environment as District will not change the use of the Property after its acquisition; and

WHEREAS, it can be seen with certainty that the Project will not have a significant effect on the environment because the acquisition of the Property will only result in a change of ownership of the Property and not a change in use or increase in use of the Property or an environmental or physical change.

NOW, THEREFORE, BE IT RESOLVED, for good and sufficient cause based on the entire record of proceedings, the Board of Education of the Mountain View Whisman School District ("Board") hereby finds, resolves, and decides, as follows:

Section 1. The above recitals are true and correct.

Section 2. The Proposed Project is exempt under the Common-Sense Exemption (CEQA Guidelines, § 15061(b)(3)).

Section 3. The applicable requirements of CEQA have been fulfilled for the Project.

Section 4. The District will carry out the Project (i.e., approve of the Project).

Section 5. The Board hereby authorizes the Superintendent or designee to perform all actions and execute all documents necessary to carry out the intent of the resolution, including the filing of the Notice of Exemption for the Project with Santa Clara County and the State Clearinghouse.

PASSED AND ADOPTED this **24th day of April 2025**, by the Board of Education of the Mountain View Whisman School District of the County of Santa Clara, State of California, by the following vote:

Ayes: _____ _____

Noes: _____ _____

Absent: _____ _____

Abstention: _____ _____

CERTIFICATION

I, _____, President of the Board of Trustees of the Mountain View Whisman School District, Santa Clara County, State of California, do hereby certify that the foregoing Resolution was duly approved and adopted by the Governing Board of said district at a meeting thereof held on the _____ day of April, 2025, with a copy of the Resolution being on file in the Administrative Office of the District.

_____

President
Board of Trustees
Mountain View Whisman School District

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Action) Resolution No. 05-042425 Supporting Recognition of Jewish American Heritage Month

Estimated Time:

Person Responsible:
Megan Pohlman, Interim Principal of Stevenson Elementary School

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Background:
May 1, 2025 marks the beginning of Jewish American Heritage Month. MVWSD recognizes the importance of honoring the achievements of our Jewish community members and reflecting thoughtfully on the history of pain and oppression they endured and that continues. 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. 05-042425, A Resolution In Support of Recognizing Jewish American Heritage Month, as presented.

ATTACHMENTS:

Description	Type	Upload Date
Resolution No. 05-042425 in Support of Recognizing Jewish American Heritage Month	Backup Material	4/9/2025

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

RESOLUTION NO. 05-042425
A RESOLUTION SUPPORTING THE RECOGNITION OF JEWISH AMERICAN HERITAGE MONTH

WHEREAS the United States, California, and the city of Mountain View is a melting pot of heritages and cultures; and,

WHEREAS Mountain View Whisman School District has honored this mosaic of people and unique contributions to our communities through commemorative months; and

WHEREAS for centuries, the perseverance and hope of the Jewish people have inspired people around the world; and

WHEREAS, by honoring each other's cultures, we can educate ourselves about the rich diversity that makes up our community; and

WHEREAS, Jewish American culture has been inextricably woven into the fabric of our country as Jewish American suffragists, activists, and leaders marched for civil rights, women's rights, and voting rights; and

WHEREAS, Jewish American scientists, doctors, and engineers have made scientific breakthroughs that define America as a land of possibilities, served our Nation in uniform, on the Nation's highest courts, and at the highest levels of the presidential administration; and

WHEREAS, as public servants, artists, entertainers, journalists, and poets, they have helped write the story of America, making it — as Emma Lazarus' poem on the Statue of Liberty states — a home for the "huddled masses yearning to breathe free"; and

WHEREAS, As we celebrate the Jewish American community's contributions this month, we also honor their resilience in the face of a long and painful history of persecution. Hamas' attack on October 7, 2023 against Israel marked the deadliest day for Jewish people since the Holocaust, resurfacing, including here in the United States, painful scars from millennia of antisemitism and genocide of Jewish people; and,

WHEREAS the Anti-Defamation League recorded a 135-percent increase of incidents at K–12 schools, a 237-percent increase at Jewish institutions, and a 321-percent increase on college and university campuses compared to the same timeframe the previous year, with most occurring after October 7, 2023; and

WHEREAS to counter the rise of antisemitism, it is critical to increase awareness of Jewish-American contributions, dating back to the founding of the United States:

NOW THEREFORE IT BE RESOLVED, that Mountain View Whisman School District— During Jewish American Heritage Month, celebrate the immeasurable impact of Jewish values, contributions, and culture on our Nation's character and recommit to realizing the promise of America for all Jewish Americans; and

THEREFORE, BE IT FURTHER RESOLVED, that the Mountain View Whisman School District Board of Trustees adopts Resolution No. 05-042425 to encourage the celebration of Jewish American Heritage Month in the schools of the district with culturally-responsive activities and to acknowledge the significance of Jewish American Heritage Month now and always.

PASSED AND ADOPTED by the governing Board of the Mountain View Whisman School District this 24th day of April, 2025 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.

_____

President
Board of Trustees
Mountain View Whisman School District

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Action) Resolution No. 04-042425 in Support of Recognizing Asian American Pacific Islander Heritage Month

Estimated Time:

Person Responsible: Megan Pohlman, Interim Principal of Stevenson Elementary School

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Background:
May 1, 2025 marks the beginning of Asian American Pacific Islander Heritage Month. MVWSD recognizes the importance of honoring the achievements of our Asian American Pacific Islander community members and reflecting thoughtfully on the history of pain and oppression they endured and that continues. 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. 04-042425, A Resolution In Support of Recognizing Asian American Pacific Islander Heritage Month, as presented.

ATTACHMENTS:

Description	Type	Upload Date
Resolution No. 04-042425 in Support of Recognizing Asian American Pacific Islander Heritage Month	Backup Material	4/9/2025

A RESOLUTION IN SUPPORT OF RECOGNIZING ASIAN AMERICAN PACIFIC ISLANDER HERITAGE MONTH
RESOLUTION NO. 04-042425

WHEREAS, Members of the Mountain View Whisman School District Board of Education are honored to join communities across the country and recognize May 1st, as the start of National Asian American Pacific Islander's Heritage Month (also referred to as AAPI Heritage Month); and

WHEREAS, Racism toward Asian American Pacific Islander people has existed since they began immigrating to the United States, including the Chinese Exclusion Act of 1882, the 1886 establishment by prominent Mountain View residents of an anti-Chinese social organization to expel Chinese residents from the city, the use of intimidation to stop the hiring of Chinese workers in Mountain View, and the 1887 arson that burned down San Jose's Chinatown; and

WHEREAS, The recent rise of violence against Asian Americans is part of a larger history of violence against communities of color; which means we must work together to create community-centered solutions that stop the violence in all communities; and,

WHEREAS, Politically charged and culturally insensitive rhetoric further encourages racism, prejudice, and hate crimes against Asian American Pacific Islander people; and,

WHEREAS, The model minority myth continues to divide communities of color, feed into racism, and contributes to the false notion that the Asian American Pacific Islander community does not experience racial oppression or is impacted by white supremacy, which ignores the Asian American Pacific Islander community's experience with islamophobia, anti-Arab racism, and anti-South Asian violence; and,

WHEREAS, Approximately 27% of the Mountain View Whisman School District's students identify as Asian American Pacific Islander; and,

WHEREAS, We also pause to recognize and celebrate the naming of one of our own schools, Amy Imai Elementary School after an extraordinary community member who was born and raised in Mountain View, and during World War II was forced to relocate to the harsh landscape of Heart Mountain where she became on of the 120,000 Japanese Americans who were interned during WWII and who, when she returned to the area after the war, was instrumental in spreading the message of peace, anti-racism, and allyship to her community; and

THEREFORE, BE IT RESOLVED, that the Mountain View Whisman School District Board of Trustees adopts Resolution No.04-042425 to encourage the celebration of National Asian American Pacific Islander Month in the schools of the district with culturally-responsive activities, and to value the roles and contributions of Asian

American Pacific Islander people to the local and national economies, culture, and identity.

PASSED AND ADOPTED THIS by the Mountain View Whisman Governing Board on April 24, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

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.

_____

President
Board of Trustees
Mountain View Whisman School District

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Action) Year End Closing and Board Authority

Estimated Time:

Person Responsible:
Rebecca Westover, Ed.D., Chief Business Officer

Background:
Each year, the District must close its financial books in accordance with state reporting timelines and accounting standards. The Board's prior action, through Resolution No. 06-110724 (approved on November 7, 2024), delegates contract authority to specific District staff members under clear monetary thresholds. However, once the final Board meeting of the fiscal year has passed, any unanticipated or late invoices that exceed these thresholds—or fall outside of existing ratified contracts—pose a challenge for timely payment and accurate year-end reporting.
While the delegated authority allows staff to enter into certain contracts, it does not grant authority to ratify or approve spending beyond the outlined limits once the fiscal year ends and the Board is no longer meeting regularly. In these situations, staff cannot lawfully process or pay the invoice unless one of three actions is taken:

1. The Board adopts a resolution granting temporary, limited authority to the Superintendent or Board President to approve and ratify late or unexpected expenses strictly for the purpose of closing the books accurately. This would allow the District to properly record expenditures in the correct fiscal year while maintaining compliance with Board oversight.

2. The District could choose not to pay the invoices until the following fiscal year; however, doing so would result in the expense being recorded in the wrong year, which could trigger an audit finding for improper accounting or fiscal mismanagement.

3. A third option would be to convene a special Board meeting in July, which would allow the Board to review and approve any remaining items. While this maintains full transparency and alignment with policy, it may be impractical due to board availability during the summer.

Given these constraints, a resolution temporarily extending authority to a designated individual to approve necessary year-end adjustments ensures the District can close its books cleanly, avoid audit findings, and uphold its financial responsibilities—while still maintaining transparency through subsequent board ratification at the first meeting of the new fiscal year.

Fiscal Implication:
None

Recommended Action:
It is recommended that the board direct staff to bring a resolution back delegating authority to either the superintendent or board president.

ATTACHMENTS:

Description	Type	Upload Date
Presentation	Backup Material	4/17/2025

Mountain View Whisman School District

Year End Closing and Board Authority

April 24, 2025

Mountain View
Whisman
School District

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.

Mountain View
Whisman
School District

Background

Background

- The District must close its financial books in accordance with:
  - State reporting timelines
  - Accounting standards
- Resolution No. 06-110724 (approved Nov. 7, 2024) delegates contract authority to staff within specific monetary thresholds

The Challenge

- After the final Board meeting of the fiscal year:
  - Late or unexpected invoices may exceed delegated authority
  - These may fall outside of previously ratified contracts
- Without Board action, these cannot be legally paid before year-end

Delegated Authority Limits

- Delegated authority allows:
  - Entry into certain contracts
- It does NOT allow:
  - Spending beyond outlined limits post-fiscal year without further Board action

Mountain View
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School District

Options

Options

1. Temporary Resolution

Grant limited authority to Superintendent and/or Board President

Purpose: approve & ratify late/unexpected expenses to close books accurately

2. Defer Payment

Delay to next fiscal year

Risk: expense recorded in wrong year with likely audit finding

3. Special Board Meeting

Approve remaining items in July

Transparent but may be impractical due to availability

Recommendation

- Adopt resolution to temporarily extend limited authority to approve year-end adjustments. The amount is estimated to be typically under $80,000 combine between various vendors.
- Benefits:
  - Avoids audit findings
  - Ensures timely and accurate year-end close
  - Maintains Board oversight through ratification at first meeting of new fiscal year

Mountain View
Whisman
School District

Questions

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Discussion) First Reading-Board Policies Updates

Estimated Time:

Person Responsible: Jeffrey Baier, Superintendent

Background:
CSBA advises districts of recommended changes in board policies, administrative regulations, and board bylaws to assist boards in keeping their policies current and reflecting all recent changes in laws and regulations.

Updating MVWSD's policies with CSBA recommendations will align the district's policies with the California Ed Code and state and/or federal law.

A portion of the March policies is attached, along with the California School Board Association's recommended revisions. The Policy Committee reviewed the policies at its April 16, 2025, meeting and is bringing them for First Reading and the Trustees' review.

- BP 1340 Access to District Records (new policy)
- BP 3580 District Records (new policy)
- BP 5125 Student Records

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Board Policy 1340 Access To District Records	Backup Material	4/17/2025
Board Policy 3580 District Records	Backup Material	4/17/2025
Board Policy 5125 Student Records	Backup Material	4/17/2025
Redlined Board Policy 5125 Student Records	Backup Material	4/17/2025
Board Policies Background	Backup Material	4/23/2025

Policy 1340: Access To District Records

Status: ADOPTED

Original Adopted Date: 02/01/1999 **| Last Revised Date:** 03/01/2025 **| Last Reviewed Date:** 03/01/2025

CSBA NOTE: The following optional policy and accompanying administrative regulation reflect requirements of the California Public Records Act (CPRA) (Government Code 7920.000 - 7930.215) pertaining to public access to public records of the district. "Public records," as defined by Government Code 7920.530, include any writing containing information relating to the conduct of the district's business prepared, owned, used, or retained by the district regardless of physical form or characteristics; see "Definitions" in the accompanying administrative regulation. For information regarding retention of records, see BP/AR 3580 - District Records, AR 4112.6/4212.6/4312.6 - Personnel Files, and BP/AR 5125 - Student Records.

Because the rules and regulations surrounding CPRA disclosures are complex, it is recommended that districts with questions about an appropriate response to a CPRA request consult CSBA's District and County Office of Education Legal Services or district legal counsel.

The Governing Board recognizes the right of members of the public to have access to public records of the district. The district shall provide any person reasonable access to the public records of the schools and district during normal business hours and within the requirements of law. Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act and other state or federal law.

CSBA NOTE: In City of San Jose v. Superior Court, the California Supreme Court held that communications regarding public business that have been sent, received, or stored by public officials on a personal account or device are not categorically exempt from disclosure under the CPRA. The court noted that public agencies are required to disclose all applicable records that can be located "with reasonable effort," including those records contained on a public official's or employee's personal device, regardless of whether they were transmitted through district servers. Such searches need not be extraordinarily extensive or intrusive. For further information, see CSBA's, "Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications." Also see AR 3580 - District Records, BP 4040 - Employee Use of Technology, and BB 9012 - Board Member Electronic Communications.

In response to a public records request, the Superintendent or designee shall make reasonable efforts to locate the requested records, including, but not limited to, any electronic communication substantively related to the records, such as email, text messages, instant messages, and other electronic communications, regardless of whether they are transmitted through a district-provided device or account or through an employee's or Board member's personal device or account.

The district may charge for copies of public records or other materials requested by individuals or groups, in accordance with law and as specified in the accompanying administrative regulation.

CSBA NOTE: The following paragraph is optional.

In order to help maintain the security of district records, members of the public granted access shall examine records in the presence of a district staff member.

Policy 3580: District Records

Status: ADOPTED

Original Adopted Date: 11/01/2009 **| Last Revised Date:** 03/01/2025 **| Last Reviewed Date:** 03/01/2025

CSBA NOTE: The following optional policy and accompanying administrative regulation address the classification and retention of district records pursuant to 5 CCR 16020-16027 and may be revised to reflect district practice. For more information about personnel records, including the contents and retention of such records pursuant to 5 CCR 16023, see AR 4112.6/4212.6/4312.6 - Personnel Files. For additional requirements pertaining to student records, including the contents and retention of such records pursuant to Education Code 49069.7, 5 CCR 430-438, and the Family Educational Rights and Privacy Act (20 USC 1232g and 34 CFR 99.1-99.8), see BP/AR 5125 - Student Records. For requirements pertaining to public access to certain records in accordance with the California Public Records Act (CPRA) (Government Code 7920.000 - 7930.215), see BP/AR 1340 - Access to District Records and BB 9012 - Board Member Electronic Communications.

The Governing Board recognizes the importance of securing and retaining district documents. The Superintendent or designee shall ensure that district records are developed, maintained, and disposed of in accordance with law, Board policy, and administrative regulation.

CSBA NOTE: 5 CCR 16020 defines a "record" as any document which the district is required by law to prepare or retain or which the district prepares or retains as necessary to the discharge of official duty. 5 CCR 16022 requires the Superintendent or designee to annually review and classify these records in order to determine the length of time for which they must be retained. Depending on their content, electronic communications such as email, voicemail, and text messages may also be considered "records" and thus are subject to the same classification and retention schedule as paper documents.

Code of Civil Procedure 1985.8 (the California Electronic Discovery Act) and Code of Civil Procedure 2031.010 describe the procedural rules requiring the disclosure of documents to the opposing party in litigation applicable to electronically stored information. These state statutes are similar to federal Rules of Civil Procedure that apply to actions in federal courts and which also include provisions related to electronically stored information. In general, the rules require parties in litigation to identify and disclose potentially relevant electronic information and, upon notification by district legal counsel of pending or anticipated litigation, halt the routine destruction of paper or electronic records (e.g., suspend automatic monthly erasure of back-up tapes) that could be potentially relevant (a "litigation hold").

It is important that districts have an efficient and consistent system in place for discarding those documents, including email, that are not considered "records." Such a system may help reduce storage costs and prevent unnecessary disclosure. For example, Government Code 7927.500 exempts from disclosure "preliminary drafts" not retained by the district. The purpose of this exemption is to allow a measure of confidentiality for pending district action. However, if preliminary drafts are not regularly discarded, then they may be considered a "record" that has been retained by the district and thus subject to disclosure under the CPRA.

The following optional paragraph, which may be revised to reflect district practice, directs the Superintendent or designee to create a document management system which includes a process for the storage and destruction of electronic materials. Each district will need to do an analysis of the type of system needed based on the size of the district, number of school sites, number of employees, and the type, practice, and capability of the district's information technology system. It is recommended that districts with questions about records retention requirements consult CSBA's District and County Office of Education Legal Services or district legal counsel.

The Superintendent or designee shall consult with district legal counsel, site administrators, district information technology staff, personnel department staff, and others as necessary to develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of district documents, including electronically stored information such as email. This document management system shall be designed to comply with state and federal laws regarding security of records, record retention and destruction, response to "litigation hold" discovery requests, and the recovery of records in the event of a disaster or emergency.

CSBA NOTE: Pursuant to Government Code 8586.5, the California Cybersecurity Integration Center (CSIC) serves as the central organizing hub of the state government's cybersecurity preparedness and response activities. Government Code 8586.5 requires CSIC to coordinate cyber intelligence and information sharing with specified public and private entities, and, as amended by AB 1023 (Ch. 555, Statutes of 2023), requires such sharing of information, including cyber threat information, with school districts. Government Code 11549.3 authorizes districts, at district expense, to request the Military Department, in consultation with CSIC, to perform an independent security assessment of the district or individual district school. Districts are encouraged to consult with

the California Office of Emergency Services and utilize resources such as the State Threat Assessment System and Regional Fusion Centers to help assess potential threats.

Additionally, in an effort to enhance cybersecurity across K-12 schools, the U.S. Department of Education and the Cybersecurity and Infrastructure Security Agency launched the Government Coordinating Council for the Education Facilities Subsector in 2024. Districts who meet the federal universal service discounts for Internet access (E-rate discounts) eligibility requirements may be eligible for funding to purchase cybersecurity services and equipment through the Federal Communications Commission's Schools and Libraries Cybersecurity Pilot Program. The State Educational Technology Directors Association's 2023 guidance, "Small Districts, Big Hurdles: Cybersecurity Support for Small, Rural, and Under-resourced Districts," provides additional information regarding the use of leadership development, partnership building, vulnerability assessment, and staff training to enhance cybersecurity readiness.

The Superintendent or designee shall ensure the confidentiality of records as required by law and shall establish regulations to safeguard data against damage, loss, or theft, including damage, loss, or theft which may be caused by cybersecurity breaches.

The Superintendent or designee shall ensure that employees receive information about the district's document management system, including retention and confidentiality requirements and an employee's obligations in the event of a litigation hold or California Public Records Act request established on the advice of legal counsel. Additionally, the Superintendent or designee shall ensure that employees receive information and training about cybersecurity, including ways to protect district records from breaches to the district's digital infrastructure.

CSBA NOTE: Pursuant to Civil Code 1798.29, districts are required to disclose any breach of security of any records that contain personal information, as defined. The required formatting and contents of the notification are detailed in Civil Code 1798.29. A district may maintain its own notification procedure as part of an information security policy provided that the notification is consistent with the requirements in Civil Code 1798.29 regarding timing of the notification.

Additionally, pursuant to Education Code 35266, districts that experience a cyberattack, as defined, which impacts more than 500 students or personnel, are required to report such cyberattack to CSIC.

If the district discovers or is notified that a breach in the security of district records has resulted in the release of personal information, the Superintendent or designee shall notify every individual whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person, if that information was either unencrypted or encrypted under the circumstances specified in Civil Code 1798.29. "Personal information" includes, but is not limited to, a social security number, driver's license or identification card number, medical information, health insurance information, or an account number in combination with an access code or password that would permit access to a financial account. (Civil Code 1798.29)

The Superintendent or designee shall provide the notice in a timely manner either in writing or electronically, unless otherwise provided in law. The notice shall include the material specified in Civil Code 1798.29, be formatted as required, and be distributed in a timely manner, consistent with the legitimate needs of law enforcement to conduct an uncompromised investigation or any measures necessary to determine the scope of the breach and restore reasonable integrity of the data system. (Civil Code 1798.29)

If the district experiences a cyberattack that impacts more than 500 students or personnel, the Superintendent or designee shall report the cyberattack to the California Cybersecurity Integration Center. (Education Code 35266)

Safe at Home Program

CSBA NOTE: The Safe at Home address confidentiality program has been in existence pursuant to Government Code 6205-6210 and 6215-6216 to protect victims of domestic violence, sexual assault, stalking, human trafficking, and elder or dependent adult abuse, and members of their households, as well as district employees who face threats of violence, or violence or harassment from the public because of the employee's work for the district. This type of protection has been extended to district employees and Governing Board members who face threats of violence, or violence or harassment from the public because of the employee's work for the district, and, pursuant to Government Code 6205-6210, as amended by AB 243 (Ch. 642, Statutes of 2023), to victims of child abduction and members of their households. Government Code 6207 provides that, when creating a public record, the district may not include actual residences of students, parents/guardians, or employees when a substitute address is designated through the Safe at Home program.

District public records shall not include the actual addresses of students, parents/guardians, or employees when a substitute address is designated by the Secretary of State pursuant to the Safe at Home program. (Government Code 6206, 6207)

CSBA NOTE: According to the Secretary of State, a participant's confidential, actual address may only be used to establish student enrollment eligibility and for school emergency purposes. Pursuant to Government Code 6207, a participant's confidential, actual address is not a public record and should not be made available to anyone under any circumstances. For more information regarding establishing district residency when a student or parent/guardian is participating in the Safe at Home/Confidential Address Program, see AR 5111.1 - District Residency.

When a substitute address card is provided pursuant to this program, the confidential, actual address may be used only to establish district residency requirements for enrollment and for school emergency purposes.

Records containing a participant's confidential address information shall be kept in a confidential location and not shared with the public.

Policy 5125: Student Records

Status: ADOPTED

Original Adopted Date: 03/01/2009 | **Last Revised Date:** 03/01/2025 | **Last Reviewed Date:** 03/01/2025

CSBA NOTE: The following mandated policy and accompanying administrative regulation address student records, which are governed by both federal and state law, including the Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g, 34 CFR 99.1-99.8), the Protection of Pupil Rights Amendment (PPRA) (20 USC 1232h), the Children's Online Privacy Protection Act (COPPA) (15 USC 6501-6506, 16 CFR 312), Education Code 49069.7 and 49073.1, K-12 Pupil Online Personal Information Protection Act (Business and Professions Code 22584), Early Learning Personal Information Protection Act (Business and Professions Code 22586), and 5 CCR 430-438. For information regarding public access to certain records in accordance with the California Public Records Act (CPRA) (Government Code 7920.000 - 7930.215), see BP/AR 1340 - Access to District Records and BB 9012 - Board Member Electronic Communications. For information regarding retention of records, see BP/AR 3580 - District Records and AR 4112.6/4212.6/4312.6 - Personnel Files.

Pursuant to 5 CCR 431, districts are mandated to establish policies and procedures to implement state law and regulations regarding student records, including policies and procedures which (1) enumerate and describe the student records collected and maintained by the district, (2) ensure security of the records, and (3) guarantee access to authorized persons within five days of a request. Education Code 49069.7 mandates procedures related to parental review of student records. See the accompanying administrative regulation for additional language implementing these mandates.

Pursuant to Education Code 234.7, districts were mandated to adopt policies with language that is equivalent to the model policy language developed by the California Attorney General in, "Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues," first published in April 2018 ("2018 Guidance"), by June 1, 2018. The Attorney General updated the 2018 Guidance in December 2024 ("2024 Guidance") and has stated that districts "should" adopt or update their policies based on the 2024 Guidance by May 1, 2025. The 2024 Guidance is available on the Office of the Attorney General's website and includes model policy language regarding student records.

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. The Superintendent or designee shall establish administrative regulations governing the identification, collection, retention, disclosure, and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records while maintaining the confidentiality of student records in accordance with state and federal law.

The Superintendent or designee shall designate a certificated employee to serve as custodian of records with responsibility for student records at the district level. At each school, the principal or a certificated employee shall be designated as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

CSBA NOTE: The privacy of online information of students in prekindergarten (preK) through grade 12 is addressed in Privacy Rights for California Minors in the Digital World (Business and Professions Code 22580-22582), the K-12 Pupil Online Personal Information and Protection Act (Business and Professions Code 22584-22585), and the Early Learning Personal Information Protection Act (Business and Professions Code 22586-22587), which prohibit an operator of a website, online service or application, or mobile application from knowingly using, disclosing, or compiling the personal information of a minor for the purpose of marketing or advertising specified types of products or services; allowing a third party to use, disclose, or compile such information; or selling or disclosing specified student information or knowingly using such student information to engage in targeted advertising to students or parents/guardians or to amass a profile about a preK-12 student. Covered student information includes any personally identifiable information or materials created or provided by a student, parent/guardian, or district employee (e.g., name, contact information, educational record, discipline records, test results, health records, and socioeconomic information). Pursuant to Business and Professions Code 22584 and 22586, an operator is required to delete data under the control of the school or district upon the request of the school or district. However, Business and Professions Code 22584, as amended by AB 801 (Ch. 935, Statutes of 2024), does not require the deletion of student records held by a national assessment provider when the records only include standardized test results.

Additionally, pursuant to Business and Professions Code 22584 and 22586, as amended by AB 801, an operator is required to delete a student's covered information that is not subject to the California Consumer Privacy Act which is under the operator's control, as specified below. Business and Professions Code 22584 and 22586, as amended by AB 801, do not require the deletion of mandatory permanent student records or any official records or files

directly related to a student and maintained by the operator, school, or district.

If student records containing covered information which is not subject to the California Consumer Privacy Act are under the control of the operator of a website, online service or application, or mobile application, and the student's parent/guardian or the student, if 18 years of age or older, requests deletion of such records, the Superintendent or designee shall provide documentation to the operator that the student has not been enrolled in the district for at least 60 days. (Business and Professions Code 22584)

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information, including which information should not be solicited.

CSBA NOTE: Pursuant to Education Code 49076.7, a district is prohibited from soliciting or collecting social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. One such exception is the collection of the last four digits of the social security number for the purpose of establishing eligibility for a federal benefit program.

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

CSBA NOTE: Education Code 234.7 prohibits the collection of information or documents regarding the citizenship or immigration status of students or their family members, as provided below. If the district becomes aware of the citizenship or immigration status of any student, it is prohibited from disclosing that information, as such disclosure is not among the limited exceptions specified in law for which student records may be released without parental consent or a lawful judicial order.

The following two paragraphs are equivalent to model policy language from the 2024 Guidance.

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. In accordance with Board Policy 5145.13 - Response to Immigrant Enforcement, the Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or a judicial subpoena/warrant. If a district employee receives such a request, the employee shall respond in accordance with Board Policy 5145.13 - Response to Immigrant Enforcement. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

The district or any district employee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, or disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. This prohibition does not apply to information that is aggregated and is not personally identifiable. (Government Code 8310.3)

CSBA NOTE: Pursuant to Family Code 6323.5, districts are required to develop protocols to comply with a court's restraining order that prohibits a party from accessing records and information pertaining to the education, daycare, health care, recreational activities, or employment of a minor child of the parties, which may include prohibiting access to a parent/guardian who would otherwise be entitled to the records. The protocols must, at a minimum, (1) designate an appropriate employee(s) who is responsible for receiving protective order(s), (2) establish a means of ensuring that the restrained party is not able to access the prohibited records or information, and (3) implement a procedure for submitting a copy of the restraining order including confirmation of when and to whom it was submitted. It is recommended that districts with questions about complying with these procedures consult CSBA's District and County Office of Education Legal Services or district legal counsel.

The Superintendent or designee shall develop protocols to comply with a court's restraining order that prohibits a party from accessing specified records and information pertaining to a student. (Family Code 6323.5)

Student Records from Social Media

CSBA NOTE: The following section is optional and may be revised to reflect district practice. Pursuant to Education Code 49073.6, any district considering a program to gather information from students' social media activity, as defined, must first notify students and parents/guardians and provide an opportunity for public comment. The notification may be provided as part of the annual parental notification required pursuant to Education Code 48980. If such a program is then adopted, the district must comply with program requirements reflected in the section "Student Records from Social Media" in the accompanying administrative regulation.

It is recommended that the district consult CSBA's District and County Office of Education Legal Services or district legal counsel before gathering any other online information that does not meet the definition of social media in Education Code 49073.6.

The Superintendent or designee may gather and maintain information from the social media of any district student, provided that the district first notifies students and parents/guardians about the proposed program, offers an opportunity for public comment at a regularly scheduled Board meeting, and gathers only information that directly pertains to school safety or student safety. (Education Code 49073.6)

Retention, Disclosure, and Security of Student Records

CSBA NOTE: The use of artificial intelligence (AI) may pose risks to keeping student records private and secure. CSBA's, "Understanding Artificial Intelligence in K-12 Education: What Governance Teams Should Know," cautions districts to consider whether information about students shared with or stored in an AI-enabled system is subject to federal or state privacy laws and whether interactions between students and AI systems may create records that are required to be protected by law, such as when a chatbot or automated tutor generates written guidance to a student.

The Superintendent or designee shall ensure the confidentiality of student records as required by law and shall establish processes and procedures to safeguard data against damage, loss, or theft, including damage, loss, or theft, which may be caused by the use of technology, including artificial intelligence and breaches to the district's digital infrastructure, in the retention or disclosure of student records. Additionally, in accordance with Board Policy 5145.13 - Response to Immigration Enforcement, all district staff shall avoid the disclosure of information that may indicate a student's or family's citizenship or immigration status if the disclosure is not authorized by law.

The Superintendent or designee shall ensure that employees receive information and training about cybersecurity, including ways to protect student records from breaches to the district's digital infrastructure.

If the district experiences a cyberattack that impacts more than 500 students or personnel, the Superintendent or designee shall report the cyberattack to the California Cybersecurity Integration Center. (Education Code 35266)

CSBA NOTE: Education Code 49073.1 authorizes districts to enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or for software designed for this purpose. A district that chooses to enter into such a contract is mandated to adopt policy allowing such contracts and must ensure that the contract includes all the provisions specified in Education Code 49073.1. Also see BP 3312 - Contracts.

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

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	Description
5 CCR 16020-16027	Destruction of records of school districts
5 CCR 430-438	Individual student records
Bus. and Prof. Code 22580-22582	Privacy rights for California minors in the digital world
Bus. and Prof. Code 22584-22585	K-12 Pupil Online Personal Information Protection Act
Bus. and Prof. Code 22586-22587	Early Learning Personal Information Protection Act
Code of Civil Procedure 1985.3	Subpoena duces tecum
Ed. Code 17604	Delegation of powers to agents
Ed. Code 220.3	Prohibition for employee or contractor to disclose information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 35266	Reporting of cyberattacks
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion

State	Description
Ed. Code 48853.5	Foster youth; placement, immunizations
Ed. Code 48902	Notification of law enforcement of specified violations
Ed. Code 48904-48904.3	Withholding grades, diplomas, or transcripts
Ed. Code 48918	Rules governing expulsion procedures
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49060-49079	Student records
Ed. Code 49091.14	Parental review of curriculum
Ed. Code 51745	Independent study
Ed. Code 56041.5	Rights of students with disabilities
Ed. Code 56050	Surrogate parents
Ed. Code 56055	Foster parents
Ed. Code 60900-60901	California Longitudinal Pupil Achievement Data System
Ed. Code 69432.9	Cal Grant program; notification of grade point average
Ed. Code 69475	Conditional repeal of Cal Grant program
Fam. Code 3025	Access to records by noncustodial parents
Fam. Code 6323.5	Ex parte orders
Fam. Code 6552	Caregiver's authorization affidavit
Gov. Code 7920.000-7930.215	California Public Records Act
H&S Code 120440	Immunizations; disclosure of information
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W&I Code 16010	Health and education records of a minor
W&I Code 681	Truancy petitions
W&I Code 701	Juvenile court law

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15 USC 6501-6506	Children's Online Privacy Protection Act
16 CFR Part 312	Children's Online Privacy Protection Rule
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Protection of Pupil Rights Amendment
26 USC 152	Definition of dependent child
34 CFR 300.501	Opportunity to examine records for parents of student with disability
34 CFR 99.1-99.8	Family Educational Rights and Privacy Act
42 USC 11434a	McKinney-Vento Homeless Assistance Act; definitions

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CSBA Publication	Understanding Artificial Intelligence in K-12 Education: What Governance Teams Should Know, September 2023

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1340	Access To District Records
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3260	Fees And Charges
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3553	Free And Reduced Price Meals
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4040-E(1)	Employee Use Of Technology
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4113.5	Working Remotely
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4119.23	Unauthorized Release Of Confidential/Privileged Information
4158	Employee Security
4158	Employee Security
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4213.5	Working Remotely
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4317.7	Employment Status Reports
4319.21	Professional Standards
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5020	Parent Rights And Responsibilities
5021	Noncustodial Parents
5022	Student And Family Privacy Rights
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5126	Awards For Achievement
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5131.2	Bullying
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5131.7	Weapons And Dangerous Instruments
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5141.22	Infectious Diseases
5141.23	Asthma Management
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Cross References	Description
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5141.52	Suicide Prevention
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5145.13	Response To Immigration Enforcement
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5145.6-E(1)	Parent/Guardian Notifications
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5145.7	Sex Discrimination and Sex-Based Harassment
5148	Child Care And Development
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6142.7	Physical Education And Activity
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6143	Courses Of Study
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Cross References	Description
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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
6173.3	Education For Juvenile Court School Students

Cross References	Description
6175	Migrant Education Program
6175	Migrant Education Program
6178.1	Work-Based Learning
6178.1	Work-Based Learning
9011	Disclosure Of Confidential/Privileged Information
9012	Board Member Electronic Communications
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

5125 BP - Student Records

Student Records
Board Policy No. 5125
Policy adopted September 20, 2018
Policy Revised: February 8, 2024

STUDENT RECORDS

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. The Superintendent or designee shall establish administrative regulations governing the identification, collection, retention, disclosure, and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records while maintaining the confidentiality of student records ~~consistent~~in accordance with state and federal law.

The Superintendent or designee shall designate a certificated employee to serve as custodian of records with responsibility for student records at the district level. At each school, the principal or a certificated employee shall be designated as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. ~~(5 CCR 431~~ (5 CCR 431)

If student records containing covered information which is not subject to the California Consumer Privacy Act are under the control of the operator of a website, online service or application, or mobile application, and the student's parent/guardian or the student, if 18 years of age or older, requests deletion of such records, the Superintendent or designee shall provide documentation to the operator that the student has not been enrolled in the district for at least 60 days. (Business and Professions Code 22584)

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information~~.~~, including which information should not be solicited.

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. ~~The~~In accordance with Board Policy 5145.13 - Response to Immigrant Enforcement, the Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or a judicial subpoena/warrant. If a district employee receives such a request, ~~he/she~~the employee shall ~~immediately report the request~~respond in accordance with Board Policy 5145.13 - Response to ~~the Superintendent~~Immigrant Enforcement. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

The ~~Superintendent~~district or ~~designee~~any district employee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, ~~nor shall he/she~~or disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. ~~Such~~This prohibition does not apply to information ~~may only be compiled or exchanged with other local, state, or federal agencies if the information~~ that is aggregated and is not personally identifiable. (Government Code 8310.3)

The Superintendent or designee shall develop protocols to comply with a court's restraining order that prohibits a party from accessing specified records and information pertaining to a student. (Family Code 6323.5)

Student Records from Social Media

The Superintendent or designee may gather and maintain information from the social media of any district student, provided that the district first notifies students and parents/guardians about the proposed program, offers an opportunity for public comment at a regularly scheduled Board meeting, and gathers only information that directly pertains to school safety or student safety. ~~(Education Code 49073.6)~~

~~**Contract for Digital Storage, Management, and Retrieval of Student Records**~~ (Education Code 49073.6)

Retention, Disclosure, and Security of Student Records

The Superintendent or designee shall ensure the confidentiality of student records as required by law and shall establish processes and procedures to safeguard data against damage, loss, or theft, including damage, loss, or theft, which may be caused by the use of technology, including artificial intelligence and breaches to the district's digital infrastructure, in the retention or disclosure of student records. Additionally, in accordance with Board Policy 5145.13 - Response to Immigration Enforcement, all district staff shall avoid the disclosure of information that may indicate a student's or family's citizenship or immigration status if the disclosure is not authorized by law.

The Superintendent or designee shall ensure that employees receive information and training about cybersecurity, including ways to protect student records from breaches to the district's digital infrastructure.

If the district experiences a cyberattack that impacts more than 500 students or personnel, the Superintendent or designee shall report the cyberattack to the California Cybersecurity Integration Center. (Education Code 35266)

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 16020-16027	Destruction of records of school districts
5 CCR 430-438	Individual student records
Bus. and Prof. Code 22580-22582	Privacy rights for California minors in the digital world
Bus. and Prof. Code 22584-22585	K-12 Pupil Online Personal Information Protection Act
Bus. and Prof. Code 22586-22587	Early Learning Personal Information Protection Act
Code of Civil Procedure 1985.3	Subpoena duces tecum
Ed. Code 17604	Delegation of powers to agents
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6173.2	Education Of Children Of Military Families
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6175	Migrant Education Program
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9321-E(2)	Closed Session

Mountain View
Whisman
School District

Board Policies

April 24, 2025

Background

- Board Policy Committee Mtg 2025/04/16
- Inputs:
  - CSBA March 2025 Update
  - Board Member Requests
  - Staff Recommendations
- Outputs
  - Recommendations
- Policy, to be accompanied by AR

Current Batch

- Theme: Records
- BP 1340 - Access to District Records *[new]*
- BP 3580 - District Records *[new]*
- BP 5125 - Student Records

BP 1340 - Access to District Records

- Recognizes the public's right to access the district's public records
- Provide reasonable access
- Superintendent or designee responsible for handling requests and conducting reasonable searches, including personal devices
- May charge for copies, in accordance with law

BP 3580 - District Records

- Ongoing document creation, may be “records”
- Classification and retention requirements
- Annual review and classification
- Preservation of required documents while balancing staff workload
- Robust and compliant document management system

BP 5125 - Student Records

- Existing Policy
  - Enumerate and describe student records
  - Ensure security
  - Guarantee access
  - Parental review procedures
- Updates
  - Disclosure and Confidentiality
  - Deletion requests *[AB 801, 2024]*

Questions?

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Action) Board Policy 5145.13 Response To Immigration Enforcement

Estimated Time:

Person Responsible: Jeffrey Baier, Superintendent

Background:
The policy aims to balance the district's responsibility to protect students' rights with the need to comply with legal obligations.

The following have been added to the updated Board Policy 5145.13 Response To Immigration Enforcement:

Education Code 234.1 mandates that districts adopt policies prohibiting discrimination, harassment, intimidation, and bullying based on the actual or perceived characteristics outlined in Education Code 220 and Penal Code 422.55. Education Code 234.1 expressly includes immigration status among the protected categories.

Government Code 8310.3 prohibits districts from disclosing information about immigration status or religion for use in the compilation of a registry for immigration enforcement or otherwise assisting in creating such a registry.

Fiscal Implication:

Recommended Action:
It is recommended the Board of Trustees adopt Board Policy 5145.13 Response To Immigration Enforcement, at First Reading.

ATTACHMENTS:

Description	Type	Upload Date
Redlined BP 5145.13 Response To Immigration Enforcement	Backup Material	4/16/2025
Policy 5145.13 Response To Immigration Enforcement	Backup Material	4/16/2025

RESPONSE TO IMMIGRATION ENFORCEMENT

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents and shall not seek or require information or documents to the exclusion of other permissible information or documents, regarding the citizenship or immigration status of students or their family members ~~or provide assistance with immigration enforcement at district schools, except as may be required by state and federal law.~~ (Education Code 234.7)

In accordance with law, Board Policy 0410 - Nondiscrimination in District Programs and Activities, and Board Policy 5145.3 - Nondiscrimination/Harassment, ~~N~~no student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of his/her immigration status~~.~~ or for the refusal to provide information related to the student's or family's immigration (Education Code 200, 220, 234.1)

~~*(cf. 0410 - Nondiscrimination in District Programs and Activities)*~~
~~*(cf. 5131.2 - Bullying)*~~
~~*(cf. 5145.3 - Nondiscrimination/Harassment)*~~

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

~~*(cf. 5145.6 - Parental Notifications)*~~

~~Consistent with requirements of the California Office of the Attorney General, t~~The Superintendent or designee shall develop procedures for addressing any immigration-related requests by a law enforcement officer for access to district records, school sites, or students. ~~for the purpose of immigration enforcement.~~

~~*(cf. 5125 - Student Records)*~~
~~*(cf. 5125.1 - Release of Directory Information)*~~

~~Teachers, school administrators, and other school staff shall receive~~ The Superintendent or designee may provide training to staff regarding immigration issues, including information on responding to a request from an immigration officer to visit a school site or to have access to a student.

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by ~~an officer or employee of~~ a law enforcement officer ~~agency~~ for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

~~RESPONSE TO IMMIGRATION ENFORCEMENT~~

~~Legal Reference:~~
~~*EDUCATION CODE*~~
~~*200 Educational equity*~~
~~*220 Prohibition of discrimination*~~
~~*234.1 Safe Place to Learn Act*~~
~~*234.7 Student protections relating to immigration and citizenship status*~~
~~*48204.4 Evidence of residency for school enrollment*~~
~~*48980 Parental notifications*~~
~~*48985 Notices to parents in language other than English*~~
~~*GOVERNMENT CODE*~~
~~*8310.3 California Religious Freedom Act*~~
~~*PENAL CODE*~~
~~*422.55 Definition of hate crime*~~
~~*627.1-627.6 Access to school premises, outsiders*~~
~~*UNITED STATES CODE, TITLE 20*~~
~~*1232g Family Educational Rights and Privacy Act*~~
~~*COURT DECISIONS*~~
~~*Plyler v. Doe, 457 U.S. 202 (1982)*~~

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	**Description**
Ed. Code 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 48204.4	Evidence of residency for school enrollment
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 8310.3	California Religious Freedom Act
Pen. Code 422.55	Definition of hate crime
Pen. Code 627-627.10	Access to school premises

Federal	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974

Management Resources	**Description**
CA Office of the Attorney General Publication	Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, December 2024
Court Decision	Plyler v. Doe (1982) 457 U.S. 202
Website	CSBA District and County Office of Education Legal Services

Website	U.S. Immigration and Customs Enforcement, Online Detainee Locator System
Website	California Office of the Attorney General
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Immigration and Customs Enforcement
Website	California Department of Education
Website	California Civil Rights Department

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1340	Access To District Records
1340	Access To District Records
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5142	Safety
5142	Safety
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
6142.3	Civic Education
6143	Courses Of Study
6143	Courses Of Study
6175	Migrant Education Program
6175	Migrant Education Program

Student

Policy 5145.13

Policy Adopted Date: September 6, 2018

Last Revised Date: 03/01/2025

Adopted:

Response To Immigration Enforcement

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In accordance with law, Board Policy 0410 - Nondiscrimination in District Programs and Activities, and Board Policy 5145.3 - Nondiscrimination/Harassment, no student shall be denied equal rights and opportunities, nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of the student's or family's immigration status or for the refusal to provide information related to the student's or family's immigration status. (Education Code 200, 220, 234.1)

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

The Superintendent or designee shall develop procedures for addressing any immigration-related requests by a law enforcement officer for access to district records, school sites, or students.

The Superintendent or designee may provide training to staff regarding immigration issues, including information on responding to a request from a law enforcement officer to visit a school site or to have access to a student.

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by a law enforcement officer for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

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Federal	Description
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Management Resources	Description
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Website	CSBA District and County Office of Education Legal Services
Website	U.S. Immigration and Customs Enforcement, Online Detainee Locator System
Website	California Office of the Attorney General

Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Immigration and Customs Enforcement
Website	California Department of Education
Website	California Civil Rights Department

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5142	Safety
5142	Safety
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
6142.3	Civic Education
6143	Courses Of Study
6143	Courses Of Study
6175	Migrant Education Program
6175	Migrant Education Program

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: REVIEW AND ACTION

Agenda Item Title: (Action) Resolution No.07-042425 to Establish Special Reserve Fund for Other than Capital Outlay Projects Fund 170

Estimated Time:

Person Responsible:
Rebecca Westover, Ed.D., Chief Business Officer

Background:
Per Education Code section 42842 school districts are authorized to establish a restricted fund known as the Special Reserve-Other Than Capital Outlay Projects Fund and such fund is authorized to provide for the accumulation of general fund monies for general operating costs and the School District has an accumulation of funds for such purposes.

This resolution would allow Mountain View Whisman School district to request the Santa Clara County Auditor and Treasurer to establish a restricted fund to be known as the Special Reserve-Other Than Capital Outlay Projects Fund 170.

Fiscal Implication:
None

Recommended Action:
That the Board of Trustees approve Resolution No.07-042425 to Establish Special Reserve Fund for Other than Capital Outlay Projects Fund 170

ATTACHMENTS:

Description	Type	Upload Date
Resolution No. 07- 042425 - Resolution to Authorize to Establish Special Reserve Fund for Other than Capital Outlay Projects Fund 170	Backup Material	4/17/2025

Mountain View Whisman School District
Resolution No. 07- 042425

Resolution to Authorize to Establish Special Reserve Fund for Other than Capital Outlay Projects Fund 170

WHEREAS, school districts are authorized by Education Code section 42842 to establish a restricted fund known as the Special Reserve for Other Than Capital Outlay Projects Fund (Fund 170); and

WHEREAS, such fund is authorized to provide for the accumulation of general fund monies for general operating costs; and

WHEREAS, the Mountain View Whisman School District has an accumulation of funds for such purposes;

THEREFORE, BE IT RESOLVED, that the Governing Board hereby authorizes the Santa Clara County Auditor and Treasurer to establish a restricted fund to be known as the Special Reserve- Other Than Capital Outlay Projects Fund in accordance with Education Code section 42842.

PASSED AND ADOPTED BY the Governing Board of the Mountain View Whisman School District of Santa Clara County, State of California, this 24th day of April 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

President of the Board of Trustees
Mountain View Whisman School District
Santa Clara County, CA

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: FUTURE BOARD MEETING DATES

Agenda Item Title: Future Board Meeting Dates

Estimated Time:

Person Responsible:

Background:
May 8, 2025
May 29, 2025
June 12, 2025

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 4/24/2025

Agenda Category: FUTURE BOARD MEETING DATES

Agenda Item Title: MVWSD 2024-25 Governance Calendar

Estimated Time:

Person Responsible:

Background:
2024-2025 Governance Calendar
Agenda items listed on a designated month on the Governance Calendar are subject to change.

Fiscal Implication:

Recommended Action: