Mountain View Whisman School District

Board of Trustees - Regular Meeting

1400 Montecito Avenue
May 29, 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: 836 2475 5231
Passcode: 807453
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. Pledge

B. Roll Call

C. Approval of Agenda

II. SPECIAL RECOGNITION

A. Teacher of the Year Recognition

B. Classified Employee of the Year Recognition

C. Board of Trustees Honors Employees' Years of Service

D. Resolution No. 02-052925 - Resolution of Recognition of Retiring Employees

E. Employee Recognition for the Turtle Award

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

IV. CLOSED SESSION 5:15 p.m.

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

B. Real 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. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code, § 54957, subd. (b)(1)) Title: Superintendent

D. Public Employee Discipline/Dismissal/Release

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

V. RECONVENE OPEN SESSION

B. Closed Session Report

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. Personnel Report

1. Personnel Report to the Board of Trustees

B. Minutes

1. Minutes for the May 8, 2025 Regular Board Meeting

C. Contracts

1. (Action) Ratification of Contracts

D. DRA2 Discard

E. Update on Proposition 28 and Annual Financial Report

F. Resolution No. 05-050825, Year-End Budget Transfer Authorization for Fiscal Year 2024-2025

G. (Action) Second Reading of Board Policies and Board Bylaws

H. (Action) Second Reading of Board Policy 6144 Controversial Issues

I. Approval of Monthly Reports; Ratifying some contracts and Reviewing other contracts

J. Local Control Accountability Plan (LCAP)/Climate Survey Results Report

K. (Action) Public Records Request Management Platform- Just FOIA

L. Resolution No. 04-052925 to Authorize Temporary Borrowing Between School District Funds

M. Change Order No. 18- Mountain View Whisman School District Staff Housing Project, Palisade Builders

N. Notice of Completion - Staff Housing Building Project, Palisade Builders Inc.

O. Award of Contract to Courtney, Inc. for the Roofing Replacement and Repair Project at Crittenden Middle School, Amy Imai Elementary School, Edith Landels Elementary School, and Benjamin Bubb Elementary School

P. Change Order 2- Mountain View Whisman School District Park Restrooms Project at Various Sites, Rodan Builders

VII. COMMUNICATIONS

A. Employee Organizations

B. District Committees

C. Superintendent

VIII. 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.

IX. ACTION AND DISCUSSION

A. (Action) Health and Wellness Mental Health Continuum
B. (Discussion) Mathematics Programming and Adoption Update
C. (Discussion) Middle School World Languages
D. (Discussion) LCAP Federal Addendum
E. (Discussion) California Dashboard Local Indicators
F. (Discussion) Public Hearing - Local Control Accountability Plan (LCAP)
G. (Discussion) Public Hearing: 2025-2026 Budget Adoption
H. (Discussion) Public Hearing: Budget Overview for Parents
I. (Discussion) Public Hearing: Resolution No. 03-052925, Education Protection Account (EPA) Requirements
J. (Action) Resolution 01-052925 Declaring the First Friday in June to be National Gun Violence Awareness Day
K. (Action) Outdoor Learning Schematic Design Approval
L. (Action) Bylaws for MVW Residences Corporation
M. (Action) California School Board Association Service Agreements
N. (Discussion) First Reading of Board Policies
O. (Action) Education Enhancement Reserve - Shoreline

X. BOARD UPDATES

XI. ITEMS FOR FUTURE AGENDAS

- Substitute Update
- Appointment of the MVW Residences Corporation Board of Directors
- Board Governance Handbook

XII. FUTURE BOARD MEETING DATES

A. Future Board Meeting Dates
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.

XIII. 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 5/29/2025

Agenda Category: Remote Meeting Notice

Agenda Item Title: Remote Meeting

Estimated Time:

Person Responsible:

Background:
√

Meeting ID: 836 2475 5231
Passcode: 807453
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.

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: SPECIAL RECOGNITION

Agenda Item Title: Teacher of the Year Recognition

Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

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Background:
The Mountain View Whisman School District is happy to announce the selection of the Teacher of the Year for 2025. Nominations were submitted by district employees based on specific criteria. The selection committee was comprised of representation from district staff and administration.

Fiscal Implication:
none

Recommended Action:
Staff recommend that the Board of Trustees officially recognize the Teacher of the Year for 2025.

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: SPECIAL RECOGNITION

Agenda Item Title: Classified Employee of the Year Recognition

Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

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Background:
The Mountain View Whisman School District is happy to announce the selection of the Classified Employee of the Year for 2025. Nominations were submitted by district employees based on specific criteria. The selection committee was comprised of representation from district staff and administration.

Fiscal Implication:
none

Recommended Action:
Staff recommend that the Board of Trustees officially recognize the Classified Employee of the Year for 2025.

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: SPECIAL RECOGNITION

Agenda Item Title: Board of Trustees Honors Employees' Years of Service

Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

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Background:
Mountain View Whisman would like to recognizes the years of service by employees of the district. We thank them for the service they provide to the students of our district.

Fiscal Implication:

Recommended Action:
It is recommended that the Board of Trustees recognize the Employees' Years of Service as presented.

ATTACHMENTS:

Description	Type	Upload Date
Years of Service 2024-25	Backup Material	5/14/2025

Board of Trustees Honors Employees' Years of Service 2024-25

May 29, 2025

10 Years

Marta Apicella
Sandra Bilyeu
Maria Cindy Blair
Ronald Bracamonte
Araceli Callejas
Erica Davis
Esther Diaz
Natasa Dimitrijevic
Sarah Donohue
Acantha Ellard Contreras
Shelly Hausman
Kyle Hillebrecht
Natalie Hillebrecht
Ilsia Juniel
Veena Kumari
Douglas Lange
Dorothy Lau
Bailey Lloyd
Amy Lu
Daniel Myers
Claudia Navarrette Sanchez
Michael Newman Jr.
Corinne Pfister
Julie Pham
Miguel Pichardo
Rachida Sarah
Shih-Yun Shen
Yolanda Solis de Rivera
Savitha Srivatsa
Dau Tran
Rebecca Westover
Helen Wong
Linda Yung

15 Years

Maria Ayala
Marily Barron
Maria Claas
Danielle Gorospe
Erika Navarro

20 Years

Jon Aker
Anne Hanneman
Cyndee Nguyen
Sheila Martinez
Derek Mulkey
Elizabeth Parry
Ann Scott
Gladys Semaan
Kristine Silva
Lisa Sterner
Gregory Sundstrom

25 Years

Stan Adermann
Regina Aguas
Megan Binn
Daniel Chamo
Stephen Chesley
Susan Chesley
Estefania Landa
Melanie Ramirez

30 Years

Catherine Baur
Yolanda De Diaz
Bonny Ellegood

Mountain View Whisman School District

1400 Montecito Ave., Mountain View, CA 94043 * www.mvwsd.org * 650-526-3500

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: SPECIAL RECOGNITION

Agenda Item Title: Resolution No. 02-052925 - Resolution of Recognition of Retiring Employees

Estimated Time:

Person Responsible: Tara Vikjord, Chief Human Relations Officer

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Background:

Fiscal Implication:

Recommended Action:
Staff recommend that the Board of Trustees approve Resolution No. 02-052925 Resolution of Recognition of Retiring Employees as presented.

ATTACHMENTS:

Description	Type	Upload Date
Board Resolution 02-052925 Recognition of Retiring Employees	Backup Material	5/16/2025

Resolution No. 02-052925 – Resolution of Recognition of Retiring Employees

Retirees

Shamai Bassett – 11 Years of Service
Steven Keesecker – 21 Years of Service
Lynne Leiser – 29 Years of Service
Robyn McConvey – 2 Years of Service
Catherine Patterson – 23 Years of Service
Neera Punj – 19 Years of Service
Adriana Richards – 18 Years of Service
Thomas Sayer – 34 Years of Service
Kirstin Solorzano – 16 Years of Service
Sophia Zalot – 31 Years of Service

WHEREAS, the ten retiring employees have contributed to the education of students of the Mountain View Whisman School District; and

WHEREAS, they have played a vital role in the District's learning programs, guiding young people in citizenship and responsibility for themselves and the greater community, contributed to establishment and promotion of a positive instructional environment, played a vital role in providing for the welfare and safety of Mountain View Whisman School District's students; and

WHEREAS, they have unselfishly given their time, energy, and creativity to young people in Mountain View Whisman School District.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Mountain View Whisman School District does hereby recognize and honor the employees at their retirement.

Adopted by the Board of Trustees of the Mountain View Whisman School District on this 29th day of May, 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 5/29/2025

Agenda Category: SPECIAL RECOGNITION

Agenda Item Title: Employee Recognition for the 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 ten employees receiving recognition for Turtle Awards are:

1. Carolyn Shen
2. Claudia Navarette
3. Daniel Anderson
4. Hera Hong Lee
5. John Zepezauer
6. Kevin Quaresma
7. Nguyet Dang
8. Omar Lorenzana
9. Peter Dinh
10. Teresa Diaz

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

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 5/29/2025

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 5/29/2025

Agenda Category: Personnel Items

Agenda Item Title: PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code, § 54957, subd. (b)(1)) Title: Superintendent

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: Public Employee Discipline/Dismissal/Release

Agenda Item Title: Public Employee Discipline/Dismissal/Release (Government Code section 54957)

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 5/29/2025

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_5.29.25	Backup Material	5/22/2025

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
Rosa	Guardado	Noon Duty		Crittenden	0.4375	change in assignment	temporary increase of FTE from .375 to .4375 though 6/5/25				5/6/2025	5/29/2025
Sarah	Nibecker	Teacher	Probationary	Bubb	1.0	leave of absence	statutory leave	5/12/2025	6/1/2025	approve	5/12/2025	5/29/2025
Renee	Leite	Teacher	Temporary	Monta Loma	1.0	resignation					5/14/2025	5/29/2025
Jessica	Ramos Mota	Instructional Assistant - Special Education		Graham	0.875	new hire					5/20/2025	5/29/2025
Marilu	Peeples	Noon Duty		Landels	0.425	leave of absence	statutory leave	5/23/2025	6/5/2025	approve	5/23/2025	5/29/2025
Quynn	Evans	Instructional Assistant - Special Education		Castro	0.875	resignation					6/3/2025	5/29/2025
Betty	Nunez	Department Secretary		District Office	1.0	leave of absence	personal leave	6/4/2025	6/16/2025	approve	6/4/2025	5/29/2025
Lara	Saati	Teacher	Probationary	Castro	1.0	resignation					6/5/2025	5/29/2025
Narinder	Pabla	Teacher - Preschool	Permanent	Preschool	1.0	resignation					6/5/2025	5/29/2025
Neera	Punj	Instructional Assistant - Special Education		Castro	0.875	resignation	retirement				6/5/2025	5/29/2025
Esmeralda	Nunez de Dios	At-Risk Intervention Supervisor		Castro/Mistral	1.0	resignation					6/5/2025	5/29/2025
Deborah	Austin	Director - Child Nutrition	Management	Districtwide	1.0	leave of absence	statutory leave	6/6/2025	9/5/2025	approve	6/6/2025	5/29/2025
Kirstin	Solorzano	Teacher - Special Ed	Permanent	Vargas	1.0	resignation	retirement				6/20/2025	5/29/2025
Hera	Hong-Lee	Account Technician III		District Office	0.5	leave of absence	personal leave	7/7/2025	7/25/2025	approve	7/7/2025	5/29/2025
Evelin (Evelyn)	Antunez	School Secretary		Castro	1.0	assignment for 2025-26	change of location				8/1/2025	5/29/2025
Elizabeth	Llamas	School Secretary		Vargas	1.0	assignment for 2025-26	change of location				8/1/2025	5/29/2025
Rafael	Zavala Jr	Teacher - English Language Arts	Permanent	Graham	1.0	assignment for 2025-26					8/7/2025	5/29/2025
Kara	Clapper	Special Education - TOSA	Permanent	Districtwide	1.0	assignment for 2025-26					8/7/2025	5/29/2025
Danielle	Slaney	Teacher	Permanent	Theuerkauf	1.0	leave of absence	statutory leave	8/7/2025	1/23/2026	approve	8/7/2025	5/29/2025

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
Valentina	Vertemara	Teacher	Permanent	Landels	1.0	leave of absence	statutory leave	8/7/2025	11/14/2025	approve	8/7/2025	5/29/2025
Judith	Sosa	STEAM Teacher - Elementary	Permanent	Mistral	1.0	assignment for 2025-26					8/7/2025	5/29/2025
Mikayla	Richardson	Teacher	Permanent	Stevenson	1.0	leave of absence	statutory leave	8/7/2025	11/7/2025	approve	8/7/2025	5/29/2025
Arlene	Miyata	Teacher	Permanent	Crittenden	1.0	leave of absence	personal leave	8/7/2025	6/5/2026	approve	8/7/2025	5/29/2025
Pamela	Choque Ychpas	Child Nutrition		Stevenson	0.6875	leave of absence	statutory leave	8/12/2025	1/30/2026	approve	8/12/2025	5/29/2025
Mikayla	Richardson	Teacher	Permanent	Stevenson	1.0	leave of absence	personal leave	11/10/2025	6/5/2026	approve	11/10/2026	5/29/2025

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: Minutes

Agenda Item Title: Minutes for the May 8, 2025 Regular Board Meeting

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Minutes for the May 8, 2025 Regular Board Meeting	Backup Material	5/14/2025

Mountain View Whisman School District

Board of Trustees - Regular Meeting

1400 Montecito Avenue
May 8, 2025

Meeting ID: 872 0924 7492
Passcode: 484365
There is no participant ID

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(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

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

Trustee President Lambert stated that Trustee DiFazio may arrive late or be unable to make the meeting.

B. Approval of Agenda

A motion was made by Devon Conley and seconded by Ana Reed to approve the Agenda.

Ayes: Conley, Henry, Lambert, Reed

Absent: DiFazio

A member of the public addresses the Board of Trustees.

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

A member of the public addresses the Board of Trustees.

III. CLOSED SESSION

A. Personnel Items

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code, § 54957, subd. (b)(1)) Title: Superintendent

B. 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

C. 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

The meeting was reconvened to Open Session at 6:08 p.m.

D. Closed Session Report

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

V. SCHOOL SHOWCASE by Mistral School

A. Pledge of Allegiance

Mistral students led the Pledge of Allegiance in English and Spanish.

VI. 10 MINUTE RECESS

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 motion was made by Devon Conley and seconded by William Lambert to approve the Consent Agenda with the revised Personnel Report.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

A. Personnel Report

1. Personnel Report to the Board of Trustees

B. Minutes

1. Minutes for the April 24, 2025 Regular Board Meeting

C. Contracts

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

- Nhung Liu

1. (Action) Ratification of Contracts

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

E. Second Reading of Board Policies

VIII. COMMUNICATIONS

A. Employee Organizations

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

B. Superintendent Report

Superintendent Baier thanked all the staff who helped celebrate MVWSD's 170 multilingual students at the Reclassification Ceremony. Graham Middle School hosted its 8th annual "GRAHAMmys." Jens and Jeremy were awarded the 2025 Best Overall Film. He congratulated Graham Middle School students for winning first place in the 2025 Garrett Morgan Sustainable Transportation Competition. Arya, Nathaniel, Mason, and Noah impressed national judges with their project, Evolving Technology, which showcased innovative ideas for greener, more accessible transportation.

IX. COMMUNITY COMMENTS

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

- Ms. Achter

X. REVIEW AND ACTION

A. (Action) MVWSD+ Expanded Learning Program Plan and Contract

A motion was made by Lisa Henry and seconded by Ana Reed to approve 2025-2026 MVWSD+ Expanded Learning Program Plan and Contract.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

The MVWSD+ Expanded Learning Program Plan and contract were brought back for approval after the discussion at the April 24, 2025, Board of Trustees Meeting.

Trustee President Lambert inquired about funding for the program in the following years. Director Chang acknowledged the importance of funding and stated that different options will need to be explored to develop a sustainable plan.

B. (Discussion) Health and Wellness: Mental Health Continuum

Karin Jinbo, Director of Health and Wellness, recommended, and the Board discussed a new Social-Emotional Learning (SEL) curriculum for counselors and teachers, one with different implementation plans for elementary and middle school.

Staff will bring the Social-Emotional Learning (SEL) program adoption back to the Board of Trustees as an action item at the May 29, 2025, board meeting.

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

- Steven Nelson
- Nhung Liu
- Ms. Achter

C. (Action) Resolution No. 02-050825 Recognizing May Mental Health Awareness Month

A motion was made by Devon Conley and seconded by Ana Reed to adopt Resolution No. 02-050825, Recognizing May as Mental Health Awareness Month.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

May is Mental Health Awareness month. The staff brought forth this resolution to bring awareness in support of individuals who are experiencing mental health needs or are recovering from mental illness.

D. (Action) Resolution No. 01-050825 Supporting Recognizing Military Appreciation Month

A motion was made by Devon Conley and seconded by Charles DiFazio to approve Resolution No. 01-050825 Supporting and Recognizing Military Appreciation Month.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

May 1, 2025, marks the beginning of Military Appreciation Month.
The staff brought forth this resolution, recognizing the importance of honoring the service of our military service members, past and present, and their families. They are honored this month ad infinitum.

E. (Discussion) Reimagining Castro Update

Staff provided an update on Year 1 of the Reimagining Plan and recommendations for 2025-2026 based on learnings from 2024-2025. The district will continue to focus on core academic instruction

Trustees Henry and Conley supported sharing a Playworks coach between Castro and Mistral, and returning to students having Second Chance Breakfast at recess time. Trustee Henry was concerned about the proposed personnel changes. She felt the additional .5 assistant principal at Castro was of value, but not at the expense of the FTE reduction of the SCEF and At-Risk personnel.

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

- Steven Nelson
- Ms. Achter
- Nhung Liu
- Parent Voices

F. (Discussion) Resolution No. 05-050825, Year-End Budget Transfer Authorization for Fiscal Year 2024-2025

The Board of Trustees discussed Resolution No. 05-050825, Year-End Budget Transfer Authorization for Fiscal Year 2024-2025, which ensures the District can meet its financial obligations without delay. The resolution authorizes the Chief Business Officer to make necessary budget transfers within the 2024–25 fiscal year and does not grant permission to enter into any contracts.

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

- Steven Nelson
- Ms. Achter

G. (Discussion) Bond Oversight Committee Report 2024-2025

The Board received the report from the group of residents whose main charge is to inform the public of how their bond dollars are spent. These reports are available on the MVWSD website.

The committee met several times, two meetings a year, to review all expenses incurred through the bond programs and twice a year to examine the work. The funds are estimated to be entirely spent in approximately four years.

Trustees Conley and DiFazio voiced their appreciation for their service to the community and the committee's work.

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

- Steven Nelson

H. (Discussion) Parcel Tax Oversight Committee Report 2024-2025

The Board received the Parcel Tax Oversight Committee Report for 2024-2025. The independent group of residents has met three times over the past year and reported that parcel tax proceeds have been spent only for their authorized purposes.

Trustee Lambert and Conley thanked the committee for their time.

I. (Discussion) Federal Funding Discussion

MVWSD is a Basic Aid District. Federal funding for 2024-25 and 2025-26 appears to be secure, but there is growing concern that substantial reductions could begin in 2026–27. Recommendations from the Trustees and proactive planning will be important.

The trustees were grateful for the information and suggested that a detailed letter be sent to our elected representatives, making them aware of the issues.

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

- Nhung Liu

J. (Action) Adoption of Resolution No. 03-050825 (1) Establishing Measure B and Measure AA Parcel Tax Oversight Committee; (2) Assigning Oversight of Measure B and Measure AA Funds to the Measure B and Measure AA Parcel Tax Oversight Committee; and (3) Adopting New Bylaws For This Parcel Tax Oversight Committee

A motion was made by Devon Conley and seconded by Charles DiFazio to adopt Resolution No. 03-050825 (1) Establishing Measure B and Measure AA Parcel Tax Oversight Committee; (2) Assigning Oversight of Measure B and Measure AA Funds to the Measure B and Measure AA Parcel Tax Oversight Committee; and (3) Adopting New

Bylaws For This Parcel Tax Oversight Committee.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

K. (Action) Resolution No. 04-050825 Temporary Delegation of Contract Authority for Summer Operations

A motion was made by Lisa Henry and seconded by William Lambert to adopt Resolution No. 04-050825 Temporary Delegation of Contract Authority for Summer Operations.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

The Board approved a temporary delegation of contract authority to the Superintendent, ensuring continuity of essential district operational and instructional needs during the summer, not for contracts intended for non-essential employee benefits or discretionary incentives.
Trustees would call a Special Meeting if things outside of the operational or instructional needs arise.

In August, items will be brought to the Board of Trustees for ratification.

L. (Action) Staff Housing Project

A motion was made by Devon Conley and seconded by Charles DiFazio to approve implementation of MVW at the Sevens Staff Housing Construction Inconveniences Rent Credits, as presented.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

The Board approved implementing a one-time credit to tenants for inconveniences.

M. (Discussion) First Reading of Board Policies and Board Bylaws

Trustee DiFazio briefly reviewed the remainder of the March policy updates and the California School Board Association's recommended revisions. The Policy Committee reviewed the policies at its April 16, 2025.

Trustee Conley suggested having the Superintendent present an overview of the policies instead of a Board member.

Trustee Reed asked how the policy changes are filtered down to the staff and site levels. Superintendent Baier said some policies require direct contact with the school site and which staff they affect. Information would be dispensed to Cabinet members and the Leadership Team.

The policy will be brought back on Consent at the following meeting.

N. (Discussion) First Reading of Board Policy 6144 Controversial Issues

The Policy Committee, at its April 16, 2025, meeting, reviewed and considered adopting Board Policy 6144 Controversial Issues.

The policy recognizes the occasion when controversial topics are taught in MVWSD classrooms, provides guidelines for those being taught, and acknowledges publicly that the district recognizes that the topics can/will be taught. It also provides staff with guidelines to deliver instruction better, and opinions are not pushed upon students.

The policy will be brought back on Consent at the following meeting.

XI. BOARD UPDATES

Trustee Reed attended a CSBA's Human Resources and Collective Bargaining session and a Superintendent Evaluation training. She found many of them to be infiltrated by teachers. More teachers are being seen serving on Boards. She also attended a session from educational leader Bill Daget, who reviewed AI integration in education, how relevance plays a role in rigor, and instructional and system transformation.

Trustee Henry attended the Acknowledge Alliance Award Ceremony, where Principal Benavidez was honored as Outstanding Educator of the Year.

Trustee Conley thanked the Mountain View Education Foundation for the Gala and for supporting the different programs at the sites. She attended the Hoffman Awards, which had six different awards this year, and the Challenge Team Luncheon. Next Thursday in Sacramento, Trustee Conley will attend the CSBA Board of Directors and Delegate Assembly meetings.

XII. ITEMS FOR FUTURE AGENDAS

Trustees President Lambert wanted to clarify after speaking with Trustee DiFazio that the Board Bylaw, which states that if a trustee wants to place an item on the agenda, they have to write a letter to the Superintendent and the Board President and put it on the agenda at the appropriate time, and if it's does not, then the items come back to the board for board approval, it does not preclude members of the board from requesting that future items be put on the agenda.

Trustee Conley recommended that the Policy Committee consider renewing the Board Bylaw; she is not a fan of a policy that says one thing and a practice that is another. Trustee DiFazio suggested she review the neighboring districts and their policies and practices. He stated their policies are mostly identical to MVWSD's, with a difference around subject matter being within the jurisdiction.

XIII. FUTURE BOARD MEETING DATES

A motion was made by Devon Conley and seconded by William Lambert to extend the meeting to 10:30 p.m. to consider Closed Session items that Trustee DiFazio would reclude himself from C1 and C2: CONFERENCE WITH REAL PROPERTY NEGOTIATORS Government Code § 54956.8; Google, Inc. Properties at: 325 Gladys Avenue, Mountain View, California 94043 and 777 West Middlefield Rd., Mountain View, California 94043.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

The Open Session was adjourned at 9:43 p.m.

Close Session was called to order at 9:43 p.m.

A. Future Board Meeting Dates

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

Open Session was reconvened and adjourned at 9:55 p.m.

Closed Session was adjourned at 9:55 p.m.
Trustee President Lambert reported that no reportable action was taken in Closed Session.

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 5/29/2025

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. Amplify- Will provide mClass reading difficulty screener to be used from kinder through 5th grade from 2025-2027, $26,970.00.
2. Analytic- Will provide a cloud-based software as a service solution for the management of human resources and financial functions for the 2025-2026 school year, $14,947.00.
3. Avalon Transportation LLC- Will provide transportation for all 4th grade students, teachers, and chaperones assisting the upcoming Columbia Gold Rush field trip on May 28, 2025, $5,598.00.
4. Bay Area Jump- Will provide carnival games for the May 21, 2025 Health and Wellness Resource Fair at Castro Elementary, $1,793.52.
5. Care Solace Inc.- Will provide an Electronic Health and Record and billing support for participation in the Children and Youth Behavioral Health Initiative from 2025-2027, $1.50 per student per year, plus 7% of

approved claims value.

6. Churros El Guero- Will provide pre-made churros with toppings for the May 21, 2025 Health and Wellness Resource Fair at Castro Elementary, $1,000.00.
7. City of Mountain View- The MVWSD Transportation department will transport Deer Hollow Farm Camp students from June 16, 2025 through August 1, 2025, No cost to the District, the City of Mountain View will reimburse MVWSD.
8. Communicaid Inc.- Will provide interpreting services to the Special Education Department for the 2025-2026 school year, Not to exceed $10,000.00.
9. Community School of Music and Arts- Will provide music and art classes for all elementary schools by professional arts educators/teaching artists for the 2025-2026, MVEF funded, $546,797.00.
10. Concordia University Irvine- Will provide an agreement for PPS School Counseling fieldwork student placements in Mountain View Whisman for the 2025-2026 school year, No cost to the District.
11. Construction Inspection Services, Inc.- Will provide inspection services for the Roofing Replacement and Repair Project at Crittenden, Bubb, Imai, and Landels, $12,400.00.
12. Crystal Creamery- Will provide a contract extension for the 2025-2026 school year for the purchase of milk, $180,000.00.
13. Curriculum Associates, LLC- Will provide a subscription renewal for 12 months for the 2025-2026 school year, $17,537.50.
14. Emergency & Health Training Center Inc- Will provide pediatric CPR and First Aid certification for preschool staff from August 6, 2025 through May 31, 2026, Not to exceed $2,100.00.
15. Gold Star Foods Inc.- Will provide a contract extension for the 2025-2026 school year for the purchase of groceries and commodities, $275,000.00.
16. Hercules Achievement, LLC. dba Varsity Yearbook- Will provide yearbooks for the 2025-2026 school year for all students at Crittenden, $11,136.00.
17. John Hopkins University- Will provide Algebra II Honors courses for 2 MVWSD students who have passed out of MVWSD math courses. Services will be provided for the 2025-2026 school year, $3,078.00.
18. Jose Valdes Math Foundation- Will provide the first amendment to the Valdes Math contract approved by the MVWSD Board on April 3, 2025. Amendment is for change of program location from Stanford University to San Jose State University and changes of program dates to June 16, 2025-July 21,2025, No cost.
19. Kate O'Malley- Will provide Early Education Coaching and support services for the Preschool staff from August 1, 2025 through May 31, 2026, $25,000.00.
20. Kate O'Malley- Will provide Early Education Coaching and support services for TK staff from August 1, 2025 through May 31, 2026, $6,600.00.
21. Killroy Pest Control- Will provide general pest service and specialized treatments, district-wide for the 2025-2026 school year, $45-$350 per service.
22. Lakeshore Learning Materials LLC- Will provide Professional Development for PreK and TK staff from August, 2025 through June, 2026, Not to exceed $3,750.00.
23. Living Classroom- Will provide hands-on garden based lesson in edible and native gardens cultivated at each school for the 2025-2026 school year, $140,000.00.
24. MarcoPolo Learning- Will provide an Educators Subscription which includes supplemental digital materials to support lesson planning, instruction, and implementation of the preschool curriculum for the 2025-2026 school year, $7,500.00.
25. Mobile Modular Management Corporation- Will provide a fourth contract amendment to extend the lease of three portable buildings at Landels Elementary School for the 2025-2026 school year, $27,597.96.
26. New York Pizza- Will provide a contract extension for the 2025-2026 school year for the purchase of pizza, $225,000.00.
27. Pacific Office Automation- Will provide a lease of copy machines at Bubb, Crittenden, Landels, Graham, Castro, Monta Loma, and Theurkauf pursuant to Sourcewell Master Contract No. 112124-RSO. Pacific Office Automation's form of contract was utilized due to the nature of the contract, a lease for a tangible object, and the timing of the procurement. Services provided from 2025 through 2030, $29,280.00.
28. Pacific Rim Produce- Will provide a contract extension for the 2025-2026 school year for the purchase of produce, $150,000.00

29. Pitney Bowes- Will provide a postage meter service, district-wide from 2025-2030, $12,076.80.
30. Playworks Education Energized- Will provide an on-site programmatic launch, training, and in-person consultation services that will teach strategies, games and systems to develop and sustain a positive educational culture for all Mistral Elementary students for the 2025-2026 school year, $38,000.00.
31. Playworks Education Energized- Will provide an on-site programmatic launch, training, and in-person consultation services that will teach strategies, games and systems to develop and sustain a positive educational culture for all Castro Elementary students for the 2025-2026 school year, $38,000.00.
32. Santa Clara County Office of Education- Will provide Inclusion Collaborative Professional Learning Opportunities Coaching, and Technical Support services for the preschool department for the 2025-2026 school year, $10,150.00.
33. Santa Clara County Office of Education- Will provide a Librarian of Record services to MVWSD for compliance only for the 2025-2026 school year, $6,886.50.
34. Santa Clara County Office of Education- Will provide Professional Development for PreK staff on August 8, 2025, and October 9, 2025 Teaching Pyramid Module 3 Deep Dive, $4,750.00.
35. Santa Clara County Office of Education- Will provide Professional Development for Transitional Kindergarten staff on August 11, 2025 for Make N take 12 teachers, and January 5, 2026 for Calm Down Tools, $11,750.00.
36. School Services of California Inc.- Will provide assistance in regards to issues of school finance, legislation school budgeting, general fiscal issues, and the state-mandated program cost claims process for the 2025-2026 school year, $5,745.00.
37. Sophia Zalot- Will provide coverage for the Director of Child Nutrition, Debbie Austin. Debbie Austin will be on leave starting June 1, 2025, Not to exceed $2,250 per week.
38. Teaching Strategies, LLC- Will provide family engagement/classroom resources, access to videos modeling developmentally appropriate activities for parents to implement at home to support their children's learning from September 3, 2025 through September 2, 2026, $3,120.00.
39. The Bonami Baking Company Inc.- Will provide a contract extension for the 2025-2026 school year for the purchase of baked goods, $250,000.00.
40. West Coast Arborists Inc.- Will provide arborist services, district-wide for the 2025-2026 school year, Not to exceed $60,000.00.
41. Western Roofing Service- Will provide roofing repair, preventative maintenance, and emergency response services, district-wide, for the 2025-2026 school year, Not to exceed $45,000.00.
42. YMCA Project Cornerstone- Will provide support for MVWSD in efforts to provide a positive school climate by educating both adults and students on how to create an environment where all youth succeed and thrive for the 2025-2026 school year, $12,705.00.

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
Amplify 2025-2027	Backup Material	5/16/2025
Analytic 2025-2026	Backup Material	5/16/2025
Avalon Transportation LLC (IM) 05/28/25	Backup Material	5/15/2025
Bay Area Jump (CA) 05/21/25	Backup Material	5/22/2025
Care Solace, Inc. 2025-2027	Backup Material	5/22/2025
Churros El Guero (CA) 05/21/25	Backup Material	5/22/2025
City of Mountain View 06/16/25-08/01/25	Backup Material	5/22/2025

Communicaid Inc 2025-2026	Backup Material	5/15/2025
Community School of Music and Arts 2025-2026	Backup Material	5/22/2025
Concordia University Irivine 2025-2026	Backup Material	5/12/2025
Construction Inspection Services, Inc.	Backup Material	5/22/2025
Crystal Creamery, Inc. 2025-2026	Backup Material	5/21/2025
Curriculum Associates, LLC	Backup Material	5/22/2025
Emergency & Health Training Center Inc PSA 08/06/25-05/31/26	Backup Material	5/21/2025
Gold Star Foods Inc. 2025-2026	Backup Material	5/21/2025
Hercules Achievement, LLC dba Varsity Yearbook 2025-2026	Backup Material	5/16/2025
John Hopkins University 2025-2026	Backup Material	5/16/2025
Jose Valdes Math Foundation First Amendment	Backup Material	5/22/2025
Kate O'Malley (Preschool) 08/01/25-05/31/26	Backup Material	5/9/2025
Kate O'Malley (TK) 08/01/25-05/31/26	Backup Material	5/9/2025
Killroy Pest Control 2025-2026	Backup Material	5/16/2025
Lakeshore Learning Materials LLC 08/2025-06/2026	Backup Material	5/21/2025
Living Classroom 2025-2026	Backup Material	5/14/2025
MarcoPolo Learning 2025-2026	Backup Material	5/9/2025
Mobile Modular Management Corporation 2025-2026	Backup Material	5/19/2025
New York Pizza 2025-2026	Backup Material	5/21/2025
Pacific Office Automation 2025-2030	Backup Material	5/19/2025
Pacific Rim Produce 2025-2026	Backup Material	5/21/2025
Pitney Bowes 2025-2030	Backup Material	5/22/2025
Playworks Education Energized (Mistral) 2025-2026	Backup Material	5/21/2025
Playworks Education Energized (Castro) 2025-2026	Backup Material	5/21/2025
Santa Clara County Of Education 2025-2026 (Inclusion Collaborative)	Backup Material	5/9/2025
Santa Clara County of Education 2025-2026 (Librarian of Record)	Backup Material	5/20/2025
Santa Clara County Of Education 08/08/25-10/06/25 (Professional Development)	Backup Material	5/22/2025
Santa Clara County of Education 08/11/25-01/05/26 (Professional Development)	Backup Material	5/22/2025
School Services of California Inc. 2025-2026	Backup Material	5/22/2025
Sophia Zalot 06/01/25	Backup Material	5/22/2025
Teaching Strategies LLC 09/03/25-09/02/26	Backup Material	5/21/2025
The Bonami Bakery Company Inc. 2025-2026	Backup Material	5/21/2025
West Coast Arborists Inc. 2025-2026	Backup Material	5/22/2025
Western Roofing Services 2025-2026	Backup Material	5/19/2025
YMCA Project Cornerstone 2025-2026	Backup Material	5/15/2025

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Amplify

***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.

~~Reading Difficulty Risk Screener Board approved 4/24/25~~

☐ **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:	4/30, 20 25	Date:	4/30, 20 25
Print Name:	Cyndee Nguyen	Print Name:	Cathy Baur
Print Title:	Director of Curriculum, Instruction, and Assessment	Print Title:	Associate Superintendent

For Department: Educational Services — amplify - Materials

Checklist not required for school sites

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-506897-1
Date: 3/26/2025
Expires On: 4/25/2025
Delivery Service Level: Standard

Customer Contact Information
Regina Aguas
Mountain View Whisman Sch Dist
(650) 526-3549
raguas@mvwsd.org

Amplify Contact Information
Lisa Marinovich
Account Executive
(831) 461-4187
lmarinovich@amplify.com

mCLASS D8 K-2

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS California Grades K-2 Multiyear DIBELS 8th Ed Annual Student License - 2yr (2025-2027)	1,700.00	$14.00	$11,900.00	$11,900.00
TOTAL			$11,900.00	$11,900.00

Lectura K-2

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS Lectura Annual Student License add-on for existing mCLASS customers - 2yr (2025-2027)	150.00	$10.00	$750.00	$750.00
TOTAL			$750.00	$750.00

mCLASS D8 3-5

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS California Grades 3-6 Multiyear DIBELS 8th Ed Annual Student License - 2yr (2025-2027)	330.00	$14.00	$0.00	$4,620.00
TOTAL			$0.00	$4,620.00

Please refer to Product Description section below for more detail.

PD

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CA mCLASS DIBELS 8th Ed Year 1 Hybrid 15	1.00	$8,950.00	$0.00	$8,950.00

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS Lectura Adm. & Scor. Training for Teachers (1/2 Day Remote)	1.00	$750.00	$0.00	$750.00
TOTAL		$9,700.00	$0.00	$9,700.00

SUBTOTAL	$26,970.00
ESTIMATED SALES TAX (10%)	$0.00
TOTAL DISCOUNT	$12,650.00
GRAND TOTAL	$26,970.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2025 until 06/30/2027.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Quote Special Terms

California Sales Tax
Please note that for California customers, we have included a Sales Tax Estimate calculated at 10% of the price of all print materials indicated in the price table above, to aid with budgeting. The exact sales tax amount due may vary based on county and/or municipality.

Special State Pricing
Please note that the pricing above reflects specific state pricing. For additional information on the state pricing, please contact your Account Executive.

Product Descriptions

mCLASS D8 K-2

PRODUCT	DESCRIPTION
mCLASS California Grades K-2 Multiyear DIBELS 8th Ed Annual Student License	Per student license for mCLASS DIBELS 8th Edition and teacher-led instruction, multiyear

Lectura K-2

PRODUCT	DESCRIPTION
mCLASS Lectura Annual Student License add-on for existing mCLASS customers	Per student license for mCLASS Lectura, teacher-led instruction and dual language reporting (Spanish)

PD

PRODUCT	DESCRIPTION
CA mCLASS DIBELS 8th Ed Year 1 Hybrid 15	Amplify PD bundles are designed to support implementation needs throughout the academic year. This package includes: 1/2 Day Onsite and 1/2 Day Remote Launch Sessions (6 hrs) 1/2 Day Onsite Strengthen Session (3 hrs) 1 Day Onsite Coach Session (6 hrs) The maximum number of participants is 30.
mCLASS Lectura Adm. & Scor. Training for Teachers (1/2 Day Remote)	Participants will learn how to administer and score the mCLASS Lectura assessment and leave ready to collect data using standardized guidelines. The maximum number of participants is 30.

mCLASS D8 3-5

PRODUCT	DESCRIPTION
mCLASS California Grades 3-6 Multiyear DIBELS 8th Ed Annual Student License	Per student license for mCLASS DIBELS 8th Edition and teacher-led instruction, multiyear

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.

2. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any

works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to

the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term/Termination. This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee,

agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on May 29, 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.

Approved by R.Westover

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 010-0000-0-5846-00-0000-7300-000000-009-0500

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: May 16, 20 25	Dated: _____, 20___
Signature: _____	Signature: _____
Print Name: Dr. Rebecca Westover	Print Name: _____
Print Title: Chief Business Officer	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

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

Vendor Name: Analytic

***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:	May 9, 20 25	Date:	13 May, 2025
Print Name:	Dr. Rebecca Westover	Print Name:	Jeffrey Baier
Print Title:	Chief Business Officer	Print Title:	Superintendent

For Department:

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 May 29, 20 25 ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and Avalon Transportation 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:

Avalon buses will take three 4th grade classes (plus teachers and chaperones) to Columbia Gold Rush Field trip on May 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 $ 5598.00

☐ **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: May 28,2025 Services End Date: May 28, 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:**	Avalon Transportation, LLC
1400 Montecito Ave.	**Street**	100 Corporate Point Ste 150
Mountain View, CA 94043	**City, Sate, Zip**	Culver City, CA 94230
Attn: Chief Business Officer	**Attn:**	Lauri Seitz

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: LS

(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:** LS

(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: LS

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: LS

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#: 161658190

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 010-0000-0-5805-00-1110-1000-000000-004-0102

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:** Avalon Transportation, LLC
Dated: 5/13, 2025	Dated: 5/13, 20_25__
Signature: A. Sim	Signature: Lauri Seitz
Print Name: Arline Siam	Print Name: Lauri Seitz
Print Title: Principal	Print Title: Dir of Sale, Bus Division

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 Bay Area Jump ("**Contractor**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

1. Services Check one of the options below

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

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

deliver items listed on attached invoice to Castro School for school staff to run and manage students' interaction w/ items during the Health & Wellness Resource Fair.

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 $ 1793.52

☐ **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: May 21 2025 Services End Date: May 21 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:**	Bay Area Jump
1400 Montecito Ave.	**Street**	Po Box 1197
Mountain View, CA 94043	**City, Sate, Zip**	Antioch CA 94509
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: Acantha Ellard AE

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: AE

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: TB

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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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#: 54-2111059

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 010-9552-0-4311-00-1110-1000-000000-003-0302

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

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	**Contractor Name:** Bay Area Jump
Dated: May 16, 2025	Dated: 5/19/25, 2025
Signature:	Signature: Tina Borkin
Print Name: Acantha Ellard	Print Name: Tina Borkin
Print Title: Interim principal	Print Title: Office Manager

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

Order # 298475 Order Placed By: **Emma**

BAY AREA JUMP CONTRACTUAL AGREEMENT **

800-514-JUMP

Rental Date	05/21/2025 09:00am
Contact Person	Miguel Meza
Event Address	500 Toft st
City, State, Zip	Mountain View, CA, 94041
Home Phone	408-625-9428
Cell Phone	650-526-3590
Event Rental Time	05/21/2025 09:00am thru 05/21/2025 05:00pm
Location	Mariano Castro Elementary
Setup Surface	Back Yard Cement/Deck (Don't forget sandbags)

Equipment Rented		
1.	Double Roller Bowler x 1	$99.00
2.	no x 1	
3.	Duck Pond x 1	$79.00
4.	Flap Attack two person challenge x 1	$99.00
5.	no x 1	
6.	Box Game Stand a Bottle x 1	$49.00
7.	Box Game Can Smash x 1	$49.00
8.	Boom Blaster x 1	$230.00
9.	Pitch Burst x 1	$367.50
10.	Spin Art Machine x 1	$49.00
11.	Extra Serving Spin Art x 3	$60.00
12.	Teen Striker x 1	$468.75
13.	Clowning Around Table Top Game x 1	$149.00
14.	no x 1	
15.	Whiz-n-Skip x 1	$99.00
16.	no x 1	
17.	Box Game The Maddeness x 1	$49.00
18.	50 Extra Balloons for games x 2	$40.00

SubTotal		$1,887.25
For Booking - With Out Inflatable fee	$40.00	$1,927.25
Coupon: nonprofit	-$188.73	$1,738.52
Travel Fee for Mountain View	$55.00	$1,793.52
Total		$1,793.52
Non-refundable Min Payment		$179.35
Due		$1,793.52

Driver: Lalo 650-491-2624
Customer Comments: CUSTOMER SAID HE WILL BE THERE # 7:30 AM IF DRIVER NEEDS TO DELIVER EARLY
Inspected By _____

TERMS OF LEASE

In addition to the terms below, and the operation guidelines on each rented item, the Lessee (customer) agrees to supervise the operation of any rented item and further agrees that if the item is damaged that he/she will reimburse Bay Area Jump for the full price to fix the damage and/or the full replacement value of the rented item. Before signing this contract, Lessee agrees that he/she has read the entire contract, has agreed to all terms and conditions herein, and has had all questions he/she may have answered to the Lessee's full satisfaction and understanding.

Delivery/Operation/Payments: To address specified by Lessee. Lessee grants Bay Area Jump and its employees/contractors, the right to enter said property for the delivery and return of the rented equipment at approximate times. All payments must be made at time of delivery. No refunds will be made after the equipment has been delivered. For jumpers, the lessee agrees to provide one electrical outlet rated at 115 volts with 20 amperes capacity per motor unit within 50 feet of each unit. If the blower stops or the air pressure is low, remove all users immediately, and then check on the problem. Air tubes in the rear of the unit should be tied securely to the blower or tied off to prevent air from escaping. The electrical cord should be plugged into an outlet and be the only thing operating on that electrical circuit. Circuit breakers should also be checked. Customer is subject to an additional charge of $20.00 for all service calls due to electricity.

General Rules for Safe Operation: Units must be operated over a smooth, compatible surface such as grass or hard top surface. The unit may NOT be operated on rough surfaces such as rocks, brick, glass, or any jagged objects. Unit cannot be moved by lessee after placed by Bay Area Jump employees/contractors. Unit MUST BE properly anchored prior to use. Unit will be anchored initially by Bay Area Jump employees/contractors and the anchors MUST NOT be removed during period of use. Never attempt to relocate, adjust or service a blower. Never use during high winds, gusty winds, thunderstorms or lightening. The unit can turn over in high winds, even if anchored, and this could result in severe injuries to the users. Do not resume use until adverse weather conditions have ceased. Always follow the manufacturers guidelines located on the unit itself. Bay Area Jump is not responsible for

any damage to sprinkler system piping. It is the responsibility of the lessee to let installer know where to place the stakes.
Additional Safety Rules: Before entering the unit, have the users remove their shoes, eye glasses, belt buckles and any sharp objects. Never play, jump or enter a partially inflated/deflated unit. Never allow the users to climb or play on the outside or inside walls of the unit, columns, netting or roof of unit. Always follow the number of riders and rules posted on the unit itself. Do not plug or unplug the motor repeatedly as this will cause the unit to burn up and you will be responsible for any resulting damage. Always have an adult present, who has reviewed and understands both this contract and the rules posted on the unit itself, who can supervise the riders. Never allow the users to be unsupervised in or around the unit. Never allow more users than the maximum number of users per age group as described within this lease and on the unit itself. Never place a hose or water on or into the unit unless authorized by Bay Area Jump. Do not allow horseplay on, in, or around the unit. Always follow the directions for use on the unit itself. If you have any issues with the equipment during your event you must call our office immediately (800) 514-5867. Only children of the same age group are to play on the unit at the same times.

Save

__ _____ **Customer Initial** **THANK YOU FOR YOUR BUSINESS**

Additional Terms of Lease: Bay Area Jump is not responsible for bad weather, disruption of electrical service and/or unfavorable conditions that may arise and no charges or fees will be reimbursed as a result. We allow cancellations up to 5 business days prior to the party with no charge (any deposits or payments will be held in your name for one year for a future booking-**payments or deposits will not be returned**) but if you cancel with in the 5 days You lose your deposit and a 20% restocking fee is charged to the credit card on file or must be mailed in. If you cancel at the door or the driver has already been dispatched then you lose the entire payment. If you book a entertainer or face painter you must pay in full and NO REFUND is given. **ABSOLUTELY NO** silly string or similar items, such as, but not limited to, food, drinks, confetti, foam or trash, in or around the unit at any time !!! Silly string and like objects will cause permanent damage to the unit and lessee will be responsible for the full replacement value of the rented unit and/or assessed a $175.00 cleaning fee if the unit is determined not to be permanently damaged. Lessee agrees **not** to operate the unit(s) in a manner contrary to this contract and the rules of use on each unit. If lessee operates the unit (s) in a manner contrary to the contract and rules of use on each unit, and the unit is damaged, Lessee agrees to pay the cost or repair or full replacement value of any damaged equipment or unit. Lessee agrees that the equipment leased is for Lessee's own use and said equipment is not be loaned, sub-let, mortgaged or in any other manner disposed of by Lessee. Lessee further agrees to be liable for any loss of said equipment by reason of fire, theft, or any other cause.

Hold Harmless Provisions: Lessee agrees to indemnify and hold Bay Area Jump harmless from any and all claim, actions, suits, proceedings, costs, expenses, fees, damages and liabilities, including, but not limited to, reasonable attorney's fees and costs, arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of the leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation , or return of the equipment. Lessee hereby releases and holds harmless Bay Area Jump from injuries or damages incurred as a result of the use of the leased equipment. Bay Area Jump cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Bay Area Jump from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof.

Disclaimer of Warranties: Bay Area Jump makes no warranty of any kind, either express or implied, as to the condition of or performance of any leased equipment and Lessee agrees to **immediately** cease use of the equipment and contact Bay Area Jump if any of the lease equipment develops any indication defect or improper working conditions. Lessee agrees to use the equipment **at Lessees own risk**. Some of our units may contain lead in the vinyl. It is impossible for us to know which units may be affected, we recommend all children wash hands after use.

Breach/Indemnity/Arbitration: In the event that Lessee breaches any of the terms of this lease, that Lessee will pay for all consequential damages and further indemnify Bay Area Jump for all costs incurred by Bay Area Jump incurred in enforcing the terms of the lease or in defending any claim or lawsuit arising out of the operation of said equipment, including the amount of any judgment, attorney's fees and costs. If Bay Area Jump determines,Within it's own discretion , that Lessee has failed, in any way, to observe or comply with the conditions of this lease, Bay Area Jump may exercise any of the following remedies: termination of this agreement; reenter property and retake the equipment; declare any outstanding rent and charges immediately due and payable and initiate whatever legal proceedings necessary to recover said equipment or monies; and/or pursue any additional remedies available it by law. If a conflict arises, Bay Area Jump and Lessee will abide by the California Law and forgo filing a lawsuit to solve the

dispute.

BY SIGNING MY NAME ON THIS CONTRACT I, BEING THE LESSEE, CONTACT PERSON, LESSEE REPRESENTATIVE, OR OTHER INDIVIDUAL ASSUMING THE ROLE OF *LESSEE, ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS CONTRACT AND ANY AND ALL ACCOMPANIED ADDENDUM(S).I HAVE BEEN FULLY INSTRUCTED BY BAY AREA JUMP DELIVERY PERSONNEL AS A TRAINED OPERATOR FOR AFFORMENTIONED EQUIPMENT AND HAVE HAD ALL MY QUESTIONS ANSWERED TO MY SATISFACTION I UNDERSTAND THAT I AM SOLEY RESPONSIBLE FOR ADHERING* TO*THE TERMS SET FORTH BY THIS RENTAL CONTRACT AGREEMENT AND ANY AND ALL ACCOMPANIED ADDENDUM(S).*

SIGNATURE _____ PRINT NAME _____ DATE _____

DRIVER TIPS ARE VERY APPRECIATED

CUSTOMER UNDERSTANDS BY SIGNING THIS CONTRACT THAT ANY DISPUTES MUST BE HANDLED BETWEEN OUR OFFICE AND CUSTOMER. IF NO AGREEMENT IS MADE IT WILL BE FINALIZED BY AN INDEPENDANT MEADIATOR AND LOSING PARTY PAYS THE FEE.

Sign Here

Save

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on May 13, 20 25 ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and Care Solace, 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 $ _____ Total not to exceed $ _____

☑ **Option 3** – Other, please explain: $1.50 per student per year + 7% of approved claims value

3. Contract Dates "Agreement Time"

Services Start Date: July 1, 2025 Services End Date: June 30, 2027

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:**	Care Solace, Inc
1400 Montecito Ave.	**Street**	120 Birmingham Dr.
Mountain View, CA 94043	**City, Sate, Zip**	Cardiff, CA 92007
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: A.W.

(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: Karin Jinbo KJ

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:** A.W.

(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: KJ

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: A.W.

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: A.W.

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#: 47-4430091

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:** Care Solace
Dated: May 19, 20 25	Dated: May 13, 20 25
Signature:	Signature: Anita Ward
Print Name: Karin Jinbo	Print Name: Anita Ward
Print Title: Director	Print Title: CGO

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

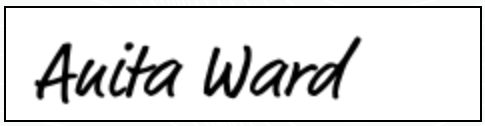
Board of Trustees Action (District Office Use Only)

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

CERTIFICATE *of* SIGNATURE

REF. NUMBER
FNRKC-CBQ3Y-V3S9P-G74OU

DOCUMENT COMPLETED BY ALL PARTIES ON
13 MAY 2025 16:01:51 UTC

SIGNER	TIMESTAMP	SIGNATURE
ANITA WARD EMAIL ANITA.WARD@CARESOLACE.ORG	SENT 13 MAY 2025 15:38:39 UTC VIEWED 13 MAY 2025 16:01:23 UTC SIGNED 13 MAY 2025 16:01:51 UTC	 IP ADDRESS 72.214.31.13 LOCATION CHULA VISTA, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
13 MAY 2025 16:01:23 UTC

EXHIBIT A

This Service Agreement, dated as of the date of the last signature below, ("**Agreement**") is between Mountain View Whisman School District, a California public school district ("**School District**"), and Care Solace, Inc., a Delaware corporation ("**Care Solace**"), each a "**Party**" or, together, the "**Parties**."

RECITALS

WHEREAS, Care Solace owns and operates a web-based navigation system that assists its school district clients and the districts' students, staff, and parents (together **"Authorized Users")** in locating and connecting with mental health providers and/or community-based social services. Care Solace maintains internal school-based student electronic health records, and, in jurisdictions where reimbursement programs are available, facilitates insurance reimbursements. Care Solace agrees to manage and provide such services through a web-based unified student services management platform branded with School District's name (the "**Platform**") on the terms and conditions set forth in this Agreement; and

WHEREAS, School District desires to engage Care Solace to provide the Services selected in Exhibit A as further defined below.

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Services

1.1 **Scope of Services.** Care Solace will provide the services requested as described in **Exhibit A** hereto, including a non-exclusive, non-transferable (except in compliance with Section 12.5) right to access and use the Platform during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions of this Agreement (collectively, the "**Services**"). Such use is limited to School District's internal use. For purposes of this Agreement, Authorized Users shall also include employees, consultants, contractors, and agents of School District: (a) who are authorized by School District to access and use the Services under the rights granted to School District pursuant to this Agreement; and (b) for whom access to the Services have been licensed hereunder.

1.2 Care Solace is Not a Treatment Provider Nor a Crisis Response Team. Care Solace is not a mental health treatment provider or a provider network and does not provide mental health treatment or other health care treatment to Authorized Users. No provider-patient relationship is formed by provision of the Services to an Authorized User. Rather, Care Solace acts solely as a coordinator by connecting Authorized Users to Treatment Providers (as defined below). Care Solace is not a crisis

response team. Care Solace does not represent, warrant or guarantee that Treatment Providers or community-based social services are of a particular quality. Care Solace shall not be liable for the quality of care provided by Treatment Providers or community-based social services.

1.3. **License.** Subject to the terms and conditions contained in this Agreement, Care Solace hereby grants to School District a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12.5) license to use the Documentation during the Term solely for School District's internal business purposes in connection with its use of the Services. For purposes of this Agreement, "**Documentation**" means user manuals, handbooks, and guides relating to the Services provided by Care Solace to School District either electronically or in hard copy form.

1.4 **Use Restrictions.** School District agrees that its and its Authorized Users' use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, School District and its Authorized Users will not, directly or indirectly: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover or copy the Services or Documentation; (b) modify, translate, or create derivative works based on the Services or Documentation; (c) copy, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or Documentation (except in compliance with Section 12.5); (d) use the Services or Documentation for timesharing or service bureau purposes; (e) provide or use the Services or Documentation for the benefit of a third party; (f) remove any proprietary notices or labels from the Services or Documentation; or (g) use the Services or Documentation for any purpose not permitted by this Agreement.

1.5 **Aggregated Data.** Care Solace will provide to School District the following de-identified information collected from the Services: total number of visitors, matches with Treatment Providers (as defined below), and appointments with Treatment Providers.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Care Solace, 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:	Karin Jinbo	Signature:	Cathy Baur
Date:	May 14, 20 25	Date:	May 16, 2025, 20____
Print Name:	Karin Jinbo	Print Name:	Cathy Baur
Print Title:	Director, Health and Wellness	Print Title:	Associate Superintendent

For Department: Health and Wellness / Educational Services (CYBHI Grant)

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 May 6, 20 25 ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and Churros El Guero ("**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:

Bring pre-made churros to site and finalize preparation with toppings on site

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 $ 1,000

☐ **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: May 21, 2025 Services End Date: May 21 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:**	Churros El Guero
1400 Montecito Ave.	**Street**	3250 ESPERANZA CT
Mountain View, CA 94043	**City, Sate, Zip**	SAN JOSE, CA 95135
Attn: Chief Business Officer	**Attn:**	CARLOS PINO

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: CP

(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: Acantha Ellard AE

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:** CP

(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: AE

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: CP

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: CP

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#: 51-0617965

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 010-9552-0-4311-00-1110-1000-000000-003-0302

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:** Churros el Guero
Dated: May 5, 20 25	Dated: May 6th, 20 25
Signature:	Signature:
Print Name: Acantha Ellard	Print Name: Carlos Pino
Print Title: Interim Princial-castro	Print Title: Owner

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

CITY OF MOUNTAIN VIEW

SECTION I: TERMS AND CONDITIONS

1. **Payment Terms:** The City of Mountain View (City) payment terms are, at a minimum, net thirty (30) days after Acceptance of service or delivery of goods and receipt of an accurate invoice, whichever occurs later. Complete and accurate invoices must be submitted in a timely manner and no later than thirty (30) days upon delivery of goods or completion of services. The Vendor's invoice must match the unit prices listed on the Purchase Order and must include the City-authorized Purchase Order number. Vendors providing goods or services (Vendor or Contractor) may offer discounted payment terms and those should be listed on the Vendor's response which City may accept at its discretion.

2. **Time of Delivery/Completion:** Time is of the essence. The Vendor shall deliver all goods or complete all services called for under this Agreement within the number of working/calendar days or by the date specified for completion in the Purchase Order, unless the delays are caused by the City or by acts of God. Failure to deliver on time shall be grounds for termination of this Agreement or invoke "Liquidated Damages" if required below.

3. **Freight Charges:** All prices bid shall include all freight costs and ownership transfers to the City at the City's location and are F.O.B. destination to the designated locations. Freight or shipping charges (separate from handling) as well as California sales or use tax, if applicable, shall be prepaid and added to the invoice with ownership transferring to the City when delivery is completed to the City's location.

4. **Inspection; Acceptance of Goods and Services.** All Goods and Services are subject to final inspection and acceptance by City. City may reject any Goods and Services which are not in accordance with the City-authorized Purchase Order. Acceptance of all Goods and Services shall occur only after City has had a reasonable time for inspection following delivery of goods or completion of services.

5. **Liquidated Damages:**

   ☐ Required ☒ Not Required

   If required, it is agreed by the Vendor that if the goods or services are not delivered complete, as called for in this proposal, damages will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that the Vendor will pay to the City the sum of Three Hundred Fifty Dollars ($350) per day for each and every calendar days delay in finishing the work in excess of the number of working or calendar days prescribed or in excess of the date specified for

completion or delivery of the goods or services, whichever is applicable in this Proposal; and the Vendor agrees to pay said liquidated damages as herein provided; and in case the same is not paid, Vendor agrees that the City may deduct the amount thereof from any moneys due or that may become due to the Vendor under this proposal.

Partial payments paid to the Vendor after the scheduled completion dates shall not be constituted as a waiver of the City's right to assess liquidated damages.

6. **Firm Prices:** All quotes will be held firm for a minimum of sixty (60) days after the bid due date listed above to allow adequate time for the City to consider each bid and make an award. All blanks for unit price and total price shall be completed. Any discrepancy between the unit price and the extended or total price shall be determined by taking the lower price. Upon receipt of Vendor's quote or proposal by the City, the Vendor shall be presumed to be thoroughly familiar with all the aspects of this proposal, including installation sites and all specifications and requirements of this proposal. The failure or omission to examine any location, equipment, form, instrument or document shall in no way relieve Vendor from any obligation in respect to this bid.

   After award, pricing shall be held firm through the duration of the Agreement.

7. **Warranty:** The delivered or installed goods, equipment, or services shall be warranted to be free from defects in material and workmanship. The warranty period shall begin upon acceptance by the City. At a minimum, all goods, equipment, and services shall be warranted to operate satisfactorily in accordance with the requirements of these specifications, representations of the Vendor, and the published specifications of the manufacturer(s) for a period of at least one (1) year. Any defective goods, equipment, or services shall be replaced or repaired quickly at the City's location during the warranty period at no expense to the City. If repairs cannot be made at the City's location, the Vendor shall transport/ship the equipment to a repair facility. All repairs must be completed and the equipment returned to the City within seventy-two (72) hours of a call for service. If the Vendor fails to have the equipment repaired within seventy-two (72) hours, the Vendor shall provide substitute equipment of equal type and quality until the City's equipment is returned in operating condition to City's satisfaction.

   This Section does not in any way limit the guarantee on any items for which a longer guaranty is specified or on any items which a manufacturer gives a guaranty for a longer period, nor does it limit the other remedies of City in respect to a latent defect, fraud, or implied warranties. Vendor shall furnish City all appropriate guaranties or warranty certificates upon completion of the project.

8. **Safety Data Sheets:** General Industrial Safety Order 5194 requires Safety Data Sheets (SDS) be supplied, for all applicable items, with the initial delivery.

9. **Live Scan Background Checks for City Facility Access:** [Required for unescorted access to City Facilities]

   a. All Contractor's employees and subcontractor's employees servicing the City's account that require or request unescorted building access must be enrolled in the "Live Scan" fingerprint program and the Department of Justice shall determine whether any individuals have been arrested or convicted of a violent or serious felony or have a pending criminal proceeding for a felony as defined in Section 45122.1 of the California Education Code. This report must be received and accepted by the City from the Department of Justice prior to Contractor's employees and subcontractor's employees beginning work. No Contractor, Contractor employees, subcontractor, or subcontractor's employees shall commence or continue work without clearance from the Department of Justice.

   b. All required fees related to the Live Scan application process and other travel costs and time associated with security clearance will be the responsibility of the Contractor.

   c. The forms and appointments may be obtained from the Mountain View Human Resources Department at 650-903-6309. Each applicant will make an appointment to obtain an application and to have fingerprints taken; applicable charges will apply at this time. The clearance process takes approximately two (2) weeks. After the clearance is given, an appointment should be made with the City's Facilities Division, who will issue photo Contractor ID badges.

   d. While they are on the premises, Contractor's employees shall display photo ID badges at all times.

10. **Licensed Contractor:**

   ☒ Required ☒ Not Required

   All contractors bidding on work requiring a State of California Contractor's License must state under penalty of perjury that they are a licensed contractor by listing their license number, date of expiration, type of license and description of that type of license.

   Contractor's License No.: _____
   Date of Expiration: _____
   Type of License: _____
   Description of License: _____

11. **Ownership and Collusion—Financial Interest by City Employees:** The Vendor confirms, by signing this Agreement, that he/she has not, directly or indirectly, been collusive with any other vendor or anyone else interested in this Agreement. Pursuant to Section 706 of the City of Mountain View Charter, no City officer or employee shall have a financial interest,

either directly or indirectly, in any contract, sale, purchase, or lease to which the City is a party.

12. **Conflict of Interest:** If, in performing the services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's Conflict of Interest Code, Vendor shall be subject to City's Conflict of Interest Code, the requirements of which include the filing of one (1) or more statements of economic interest disclosing the relevant financial interests of Vendor's personnel providing the services set forth in this Agreement. . If subject to City's Conflict of Interest Code, Vendor shall notify City's City Clerk at city.clerk@mountainview.gov, 650-903-6304, or City Hall, 500 Castro Street, Third Floor, in order to enable electronic filing of the FPPC Statement of Economic Interest (Form 700).

13. **Assignment:** Neither this Agreement, nor any part of this Agreement, may be assigned without the written consent of the City.

14. **Termination:** Any purchase order issued as a result of this bid may be terminated by the City at any time with ten (10) days' written notice to Vendor. The City will only pay for any goods or services ordered and accepted by the City. Any payments made in advance will be returned to the City on a prorated basis with the City only paying for those goods or services actually provided. In no event shall said fees exceed the maximum compensation established in the Agreement.

15. **Budget Appropriation:** Any purchase order issued as a result of this bid may be terminated every June 30 based upon the City Council not funding the purchase of goods or services to be provided in this bid after each July 1.

16. **Nondiscrimination:** Vendor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, physical or mental disability, military or veteran status, gender identity or expression, or genetic information.

17. **Applicable Laws and Attorneys' Fees:** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Santa Clara. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing Party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

18. **Subcontractors:** The City prefers a proposal with a single or primary vendor. If you propose a multi-vendor or subcontracted approach, clearly identify the responsibilities of each party and the assurances of performance you offer. The Vendor is the prime contractor and is solely responsible for all of the Vendor's subcontractors.

19. **Insurance:**

a. Commercial General Liability Insurance. Vendor shall obtain and maintain Commercial General Liability insurance in a minimum amount of Two Million Dollars ($2,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. Vendor's insurance coverage shall be written on an occurrence basis.

b. Automobile Liability Insurance. Vendor shall obtain and maintain Automobile Liability insurance in a minimum amount of One Million Dollars ($1,000,000) per occurrence.

>>Optional Insurance Coverage Requirements [Required if checked]:<<

c. Professional Liability Insurance. Vendor shall obtain and maintain Professional Liability insurance in a minimum amount of One Million Dollars ($1,000,000) per claim. Professional Liability insurance must be maintained, and evidence of insurance shall be provided to City for at least three (3) years after completion of work under this Agreement.

X Child Abuse/Molestation or Sexual Misconduct Liability Insurance. Vendor shall obtain and maintain Child Abuse/Molestation or Sexual Misconduct Liability insurance in a minimum amount of One Million Dollars ($1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

__ Garage Keeper's Legal Liability Insurance. Vendor shall obtain and maintain Garage Keeper's Legal Liability insurance in a minimum amount of One Million Dollars ($1,000,000) per claim. Garage Keeper's Legal Liability insurance must be maintained for the term of the agreement and evidence of insurance shall be provided to City.

__ Transportation Insurance. Vendor shall obtain and maintain Transportation insurance in a minimum amount of One Million Dollars ($1,000,000) per claim. Transportation insurance must be maintained for the term of the agreement and evidence of insurance shall be provided to City.

__ Pollution Liability Insurance. Vendor shall obtain and maintain Pollution insurance

in a minimum amount of One Million Dollars ($1,000,000) per occurrence or claim.

*>>END OF ****<u>OPTIONAL</u>—INSURANCE COVERAGES<<****

d. <u>Workers' Compensation Insurance</u>.

☒ **Required** ☐ **Not Required**

If required, Vendor shall obtain and maintain statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars ($1,000,000) per accident.

Or

☐ Required ☒ Not Required

If not required, Vendor is an individual or a company that has entered, or will be entering, into an agreement with City to provide goods or services.
Vendor is familiar with the Workers' Compensation laws of California (generally contained in Section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry Workers' Compensation insurance, and Vendor maintains Vendor is exempted under the law from the requirement to maintain Workers' Compensation insurance coverage.

In addition, during the term of any work for City under said Agreement: (1) Vendor will not employ any person in any manner so as to become subject to the Workers' Compensation laws of California; or (2) should Vendor become subject to the Workers' Compensation provisions of Section 3700 of the Labor Code for any reason, Vendor shall forthwith comply with those provisions and send evidence of financial compliance to City.

e. <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current *A.M. Best's Rating* of A:VII unless otherwise acceptable to City.

f. <u>Verification of Coverage</u>. Insurance, deductibles, or self-insurance retentions shall be subject to City's approval. Original Certificates of Insurance with endorsements shall be received and approved by City before work commences, and insurance must be in effect for the duration of the Agreement. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to City or increase the duration of the project.

g. <u>Other Insurance Provisions</u>:

(1) If Vendor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Vendor. Any available insurance

proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

(2) The City of Mountain View, and City's officers, officials, employees, and volunteers are to be covered as an additional insured by an endorsement at least as broad as ISO Form CG 20 10 11 85 or, if not available, through the addition of **both** CG 20 10, CG 2026, CG 20 33, or CG 20 38 and CG 20 37 if a later revision is used or other endorsement approved by City's Risk Manager for Commercial General and Automobile Liability coverages.

(3) For any claims related to Vendor's services pursuant to this Agreement, Vendor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to City, and City's officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, and City's officers, officials, employees, and volunteers shall not contribute to it.

(4) Vendor grants City a waiver of any rights to subrogation which any insurer of Vendor may acquire against City by virtue of the payment of any loss under such insurance (ISO CG 24 04 for CGL) and an endorsement to the Workers' Compensation policy. This provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

(5) Vendor shall provide thirty (30) days' notice to City in the event of cancellation or modification to the stipulated insurance coverage.

(6) In the event Vendor employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of Vendor to ensure that all subcontractors comply with the same insurance requirements as stated in this Agreement.

(7) Approval of the insurance by City or acceptance of the Certificate of Insurance by City shall not relieve or decrease the extent to which Vendor may be held responsible for payment of damages resulting from Vendor's services or operations pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

(8) If, for any reason, Vendor fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of Agreement. City, at City's sole option, may terminate this Agreement and obtain damages from Vendor resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Vendor, City may deduct from sums due to Vendor any premium costs advanced by City for such insurance.

20. **Hold Harmless:** To the fullest extent permitted by law, Vendor shall defend, indemnify and hold City, and City's officers, employees, agents and volunteers, harmless from any liability for damage or claims of same, including, but not limited to, personal injury, property damage, and death, which may arise from Vendor or Vendor's contractors, subcontractors, agents or employees' operations under this Agreement. City shall cooperate reasonably in the defense of any action, and Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.

    [This clause is applicable when Professional Liability Insurance is required:]
    Hold Harmless. To the fullest extent permitted by law, Vendor shall indemnify, defend, and hold City, City's officers, employees, agents, and volunteers harmless from any liability for damage or claims for damage for personal injury, including, but not limited to, death and/or property damage, caused by negligent acts, errors, or omissions in performance of professional services or operations under this Agreement by Vendor or Vendor's contractors, subcontractors, agents, or employees. City shall cooperate reasonably in the defense of any action, and Vendor shall employ competent counsel reasonably acceptable to the City Attorney.

21. **Reliance Upon Professional Skill:** It is mutually agreed by the parties that City is relying upon the professional skill of Vendor, and Vendor represents to City that Vendor's work shall conform to generally recognized professional standards in the industry. Acceptance of Vendor's work by City does not operate as a release of Vendor's said representation.

22. **Independent Contractor.** It is agreed that Vendor is an independent contractor, and all persons working for or under the direction of Vendor are Vendor's agents and employees, or qualify as independent contractors as defined and required by applicable law and said persons shall not be deemed agents, officers, partners, or joint venturers of City by virtue of this Agreement. Vendor will defend, indemnify, and hold City harmless from any claims, demands, liabilities, costs, and expense arising from Vendor's misclassification of workers providing services under this agreement.

23. **Business License.** For any work done within the City, prior to issuance of a Purchase Order, Vendor shall comply with Article I of Chapter 18 of the Mountain View City Code. More information is available at City Hall, 500 Castro Street, Second Floor, Finance and Administrative Services Department Lobby or online at: https://www.mountainview.gov/our-city/departments/finance-and-administrative-services/billing/business-licenses

24. **Attachments or Exhibits.** Except as expressly referenced herein, no portion of any terms or conditions included in any attachments or exhibits shall be a part of this Agreement, and they shall have no force or effect. If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.

25. **Authority to Execute.** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement.

26. **Waiver.** The failure of City to insist upon a strict performance of any of the terms, conditions, and covenants contained herein shall not be deemed a waiver of any rights or remedies that City may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants contained herein.

27. **Headings.** The headings in this Agreement are inserted for convenience purposes only and shall not affect the terms of this Agreement.

28. **Public Records.** The parties recognize and acknowledge that City is subject to the California Public Records Act, California Government Code Section 7920.000 and following. Public records are subject to disclosure.

29. **Confidentiality.** Vendor shall instruct their employees and the employees of any subcontractors to keep as confidential information concerning the business of the City and the City's financial affairs, relations with City residents, and City employees and any other information which may be specifically classified as confidential by the City.

30. **Ownership of Data and Documents.** Vendor agrees all records, specifications, data, maps, designs, graphics, writings, recordings, and other tangible materials regardless of form or format, including, without limitation, electronically transmitted documents and ACAD files, and other collateral materials collected, compiled, drafted, prepared, produced, and/or generated in the performance of this Agreement shall be the property of City. Vendor shall regularly provide such documents to City upon City's request. In the event this Agreement is terminated prior to completion of the scope of work, City shall provide all such data and documents to City forthwith.

31. **Compliance with Laws.** Vendor or Contractor agrees to comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Mountain View, California." Vendor or Contractor specifically agree to comply with any laws, regulations and/or guidelines relating to COVID-19 including but not limited to Occupational Safety and Health Administration (OSHA), Center for Disease Control and Prevention (CDC), Santa Clara County Department of Public Health orders and or guidelines, and the City's protocols for suppliers and contractors related to COVD-19 which is located at https://www.mountainview.gov/our-city/departments/finance-and-administrative-services/purchasing and incorporated herein by this reference, as amended from time to time.

32. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

33. **Notices.** Any notice given under this Agreement shall be in writing and shall be given by delivering the same to such Party in person, by delivering the same to such Party by reputable overnight courier or express service, or by sending the same to such Party by registered or certified mail, return receipt requested, with postage prepaid. The address(es) of each Party for the giving of notices hereunder are, until changed as hereinafter provided, the following:

To City:
City of Mountain View
Purchasing Agent
500 Castro Street
P.O. Box 7540
Mountain View, CA 94039-7540

To Vendor:
See name and address listed herein under Signatures

Any notice will be deemed given on the date of delivery, on the date of refusal to accept delivery, or when delivery is first attempted but cannot be made due to a change of address for which no notice was given. A Party may change its notice address(es) at any time by giving written notice of such change to the other Party in the manner provided herein. Notice given by counsel shall be deemed given by the Party represented by such counsel.

34. **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

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35. **Signatures:** The undersigned understands and agrees that the conditions set forth in the instructions to vendors, the terms and conditions and the specifications, together with the bid and any other documents submitted in response to the foregoing, shall form a part of and be construed with the purchase order/contract.

VENDOR:

Mountain View Whisman School District	1400 Montecito Avenue
Company Name	Street Address of Company
	Mountain View, CA 94043
Signature of Officer	City, State, Zip
Dr. Rebecca Westover	650-526-3500
Printed Name of Officer	Telephone No./Fax No.
Chief Business Officer	rwestover@mvwsd.org
Title of Officer	E-mail Address
Date Signed	Federal I.D. Tax Number

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Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on May 29, 20 25 (**"Agreement"**), by and between and **Mountain View Whisman School District** (**"District"**) and Communicaid 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 $ _____ Total not to exceed $ 10,000

☐ **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:**	Communicaid Inc
1400 Montecito Ave.	**Street**	245 Foam St. Suite 230
Mountain View, CA 94043	**City, Sate, Zip**	Monterey CA 93940
Attn: Chief Business Officer	**Attn:**	Stefan Huyghe

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: SH

(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:** SH

(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: SH

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: SH

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#: 26-0014244

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:** Communicaid
Dated: May 13, 20 25	Dated: May 8th, 2025
Signature:	Signature:
Print Name: Frank Selvaggio	Print Name: Stefan Huyghe
Print Title: Special Education Director	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

Communicaid Inc
245 Foam St. Suite 230,
Monterey CA 93940
Tel: (408) 287-8853
Fax: (408) 516-5266
Fed Tax: ID#26-0014244

Exhibit A – Scope of Work

Communicaid Language Services provides specialized language access solutions to support schools in fostering inclusive and effective communication with students and families have limited English proficiency and/or who are deaf or hard of hearing.

Interpreting Services

Communicaid provides on-site, virtual, and telephonic interpreting in over 80 languages, including American Sign Language (ASL). Our professional linguists are experienced in educational settings and are qualified to assist with:

- IEP Meetings
- Student Assessments
- Student Testing
- Psychological Evaluations
- Parent-Teacher Conferences
- Mediations and Hearings

Translation Services

We provide fast and accurate document translation tailored to school district needs, including:

- IEP Reports and Amendments
- Section 504 Plans
- Student Assessments
- LCAP Documentation
- Enrollment Materials
- Parent Letters
- Course Content
- Strategic Plans
- Presentations
- Student Handbooks

Key Benefits

- **Assistance Guarantee**: We respond to all service requests within one hour.
- **Convenience**: One-stop-shop for language needs; easy to onboard and work with.
- **Compliance**: Full compliance with Education Code Section 48985 and the No Child Left Behind Act.
- **Security**: All linguists pass background checks through Checkr.
- **Affordability**: Competitive pricing with a price-match guarantee for local schools.
- **Experience**: Over 25 years of experience supporting more than 50 school districts across California.

Though language access, Communicaid is proud to be a trusted partner in improving educational equity for all students and families at Mountain View Whisman School District.

Communicaid Inc
245 Foam St. Suite 230,
Monterey CA 93940
Tel: (408) 287-8853
Fax: (408) 516-5266
Fed Tax: ID#26-0014244

On-Site Interpreting Rate Sheet 2025-26 Schools/Non-Profits

info@communicaidinc.com
www.communicaidinc.com

Type of Appointment/Interpreter	Tier 1 Languages	Tier 2 Languages	Tier 3 Languages
	$ 95/hr Spanish $ 110/hr ASL	$150/hr	$225/hr
	$125/hr	$180/hr	$250/hr

If a Certified* interpreter is required for any type of appointment, please make that request when booking. Due to the scarcity of Certified interpreters, sometimes one cannot be found; in these instances a highly Qualified interpreter will be sent instead.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Communicaid 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:	May 13, 20 25	Date:	May 15, 20 25
Print Name:	Frank Selvaggio	Print Name:	Cathy Baur
Print Title:	Special Education Director	Print Title:	Associate Superintendent

For Department: Special Education — Communicaid $10,000 interpreting

Checklist not required for school sites

community school *of* music and arts

MEMORANDUM OF UNDERSTANDING

between

Mountain View Whisman School District and the Community School of Music and Arts

This non-binding Memorandum of Understanding ("MOU") summarizes the principal terms that Mountain View Whisman School District ("MVWSD") located at **1400 Montecito Avenue, Mountain View, CA 94043** and **The Community School of Music and Arts** located at 230 San Antonio Circle, Mountain View, CA 94040 ("CSMA") have discussed to with respect to the Art4Schools and Music4Schools Programs ("Programs") for the **2025-2026 school year.**

1. Program Description. CSMA will provide art and/or music classes as specified in the attached Addendum from August 2025 through June 2026. The program will serve 9 school(s) in Mountain View, California unless the parties agree otherwise.

2. Instructors. The students will receive an art and/or music curriculum presented by professional arts educators/teaching artists ("Instructors") selected and screened by CSMA. CSMA will ensure that all Instructors and CSMA employees who may have contact with MVWSD students will meet the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and felony conviction status as that term is defined in Education Code section 45122.1. Instructors will also complete a Tuberculosis test assessment reviewed by a healthcare provider, and, if risk factors are identified, a TB test and examination performed by the provider.

3. Rescheduling of classes. If an Instructor is unavailable to teach a scheduled class and no substitute is available, the class will be made up at a later date within the school year. If MVWSD or a Classroom Teacher needs to cancel a class, they must provide at least 24 hours' notice to receive a make-up class. If MVWSD or a Classroom Teacher cancels a class with less than 24 hours' notice, no make-up class will be given. If, after all attempts have been made to make-up a class and no make-up time is found, there will be no refund for the missed class(es).

4. CSMA Responsibilities. In connection with the Program, CSMA will (a) develop the Programs curriculum to meet the California Visual and Performing Arts Standards; (b) supply the necessary materials for each class it conducts at school sites if the sharing of supplies is permitted by COVID-guidelines; (c) hire and pay the Instructors; and (d) perform any necessary project management tasks related to the program.

5. MVWSD Responsibilities. For any onsite classes, the MVWSD will (a) provide facilities, including adequate space, working sinks, tables, chairs and secure storage; (b) participate with CSMA in the planning and implementation of the program; and (c) ensure classroom teacher is present in the room and shares responsibility for student behavior. In the event of online classes, the classroom teacher will set up the class, invite students and the CSMA Instructor to participate and remain present to end the meeting.

6. Insurance Coverage. CSMA agrees to maintain an insurance policy in the minimum amount of $2,000,000 to cover any negligent acts committed by CSMA or its Instructors while providing services to MVWSD and shall name MVWSD as an additional insured.

7. Non-Solicit. MVWSD agrees that during the Program and for twelve (12) months thereafter, MVWSD will not enter into any contract of employment agreement directly or indirectly with an Instructor related to arts and music instruction.

8. Limitation of Liability. Under no circumstances will either party be liable to the other party in connection with this MOU for any consequential, incidental, indirect, punitive, special, or reliance damages (or any loss of revenue or profits), however caused, whether for breach of contract, negligence or under any other legal theory, whether foreseeable or not and whether or not the other party has been advised of the possibility of such damages.

9. Governing Law. This MOU will be governed by California law without regard to conflicts of laws principles.

10. Entire Agreement; Amendment. This MOU sets forth the entire agreement between the parties with respect to the subject matter hereof and may only be amended in writing signed by both parties.

11. Assignment. Neither party may assign this MOU or any right, interest or benefit under this MOU without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this MOU without the other party's consent to any person or entity that acquires or succeeds to all or substantially all of such party's business or assets.

12. Termination of MOU. Except with respect to Sections 7-12, either party may terminate this MOU at any time upon 30-days written notice to the other party, and the parties will have no further obligations hereunder unless and until a definitive agreement is signed.

13. Non-Binding. Except for this Section 12, this MOU is a statement of the parties' present intentions only, and is not legally binding upon either MVWSD or CSMA, with no agreement being created by estoppel, reliance or otherwise. Neither party will have any obligation to negotiate a definitive agreement regardless of the existence of this MOU.

14. Confidentiality Clause. CSMA and all of CSMA's program employees and Instructors will maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality will extend beyond the termination of this Agreement.

IN WITNESS WHEREOF, as of the Effective Date, an authorized representative of each party has duly executed this MOU. The Effective Date will be the latter of the two signatures below.

Adriana Marcial Executive Director, CSMA	MVWSD District Representative
	Printed Name
Date	Date

MEMORANDUM OF UNDERSTANDING: **ADDENDUM A**

MVWSD Art4Schools and Music4Schools Program Cost

ART4SCHOOLS	Sessions	Classrooms	Rate	Full Cost
Grade TK - 2 & SAI	12	81	$119	$115,668
Grade 3-4	24	43	$119	$122,808
Grade 5	30	21	$119	$74,970
Add On: Option A, Onsite Art Show*	n/a	145	$155	$22,475
Subtotal for Art4Schools				$335,921

MUSIC4SCHOOLS	Sessions	Classrooms	Rate	Full Cost
Grade TK - 2 & SAI	24	81	$62	$120,528
Grade 3	24	22	$93	$49,104
Grade 4, includes Recorder Curriculum	24	20	$119	$57,120
Grade 4 - Recorder Kits (up to 30 per classroom)	n/a	20	$346	$6,920
Grade 5 - Instrumental Program	30	22	$119	$78,540
Grade Level Performances (TK-4th)	n/a	51	$464	$23,664
Subtotal Music4Schools				$335,876

Subtotal Program Cost	$671,797
Subsidy	*-$125,000*
Total Program Cost	**$546,797**

***Art4Schools Art Show Options:**

- **Art Show Option A** is a culminating end of year art show curated, hosted, and coordinated by CSMA Staff and Faculty. Each student gets to select one piece of their artwork to exhibit in this community art exhibit.

MEMORANDUM OF UNDERSTANDING: **ADDENDUM B**

Additional Program Information & Requirements

Art4Schools Program

- Class Length: All grades are 45 - 60 minutes in length determined by the school bell schedule.
- All classrooms/teaching space will have adequate space for up to 30 students with tables and chairs for each student and a working sink.
- All schools will provide a separate teacher-preparation space which includes sink access.
- All schools will provide secured storage space for art supplies as some CSMA program supplies will be stored onsite.
- All schools participating in the ceramics program component must have a kiln on campus which has been assessed for safety and reliable use by a third party before the start of the ceramics lessons. If no such kiln is available, a different 3D medium will be substituted.
- During CSMA Art classes, the classroom teacher must be present for the duration of the lesson. Presence of the classroom teacher is important for classroom management and safety. Teachers are encouraged to participate with students in the art projects.

Music4Schools Program

- Class Length: TK-2 classes are 30 minutes, 3rd grade classes are 45 minutes, 4-5th grade classes are 50-60 minutes.
- All schools will provide classrooms or alternative rooms with adequate space for up to 30 students.
- 5th Grade classes to be provided in two large spaces such as the MUR and library, etc to accommodate band and strings programs.
- The M4S program for grades TK-4 includes one in-class performance, "Informance," to take place during the last scheduled class of the program.
- For Grade Level performances, the School will provide a) concert space (MUR) and b) an acoustic piano in good working condition. All concerts will be held during the school day.
- All schools will provide secured storage space for music supplies and instruments as some CSMA program materials will be stored onsite.
- During CSMA Music classes, the classroom teacher must be present for the duration of the lesson. Presence of the classroom teacher is important for classroom management and safety.

Mountain View Whisman School District

Art4Schools & Music4Schools Program Quote

Updated 5/12/25

Grades TK-5 & SAI

2025/2026 School Year

A4S Program

Castro Elementary

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	12	7	$119	$1,428	$9,996
Grade: 3-4	24	4	$119	$2,856	$11,424
Grade: 5	30	2	$119	$3,570	$7,140
Add-on: Option A, Onsite Art Show*	n/a	13	n/a	$155	$2,015
				TOTAL	**$30,575**

Mistral Elementary

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	12	10	$119	$1,428	$14,280
Grade: 3-4	24	5	$119	$2,856	$14,280
Grade: 5	30	2	$119	$3,570	$7,140
Add-on: Option A, Onsite Art Show*	n/a	17	n/a	$155	$2,635
				TOTAL	**$38,335**

Monta Loma Elementary

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	12	10	$119	$1,428	$14,280
Grade: 3-4	24	5	$119	$2,856	$14,280
Grade: 5	30	2	$119	$3,570	$7,140
Add-on: Option A, Onsite Art Show*	n/a	17	n/a	$155	$2,635
				TOTAL	**$38,335**

Landels Elementary

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	12	10	$119	$1,428	$14,280
Grade: 3-4	24	6	$119	$2,856	$17,136
Grade: 5	30	3	$119	$3,570	$10,710
Add-on: Option A, Onsite Art Show*	n/a	19	n/a	$155	$2,945
				TOTAL	**$45,071**

Bubb Elementary

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: K-2, & SAI	12	9	$119	$1,428	$12,852
Grade: 3-4	24	4	$119	$2,856	$11,424
Grade: 5	30	2	$119	$3,570	$7,140
Add-on: Option A, Onsite Art Show*	n/a	15	n/a	$155	$2,325
				TOTAL	**$33,741**

Theuerkauf Elementary

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	12	9	$119	$1,428	$12,852
Grade: 3-4	24	4	$119	$2,856	$11,424
Grade: 5	30	2	$119	$3,570	$7,140
Add-on: Option A, Onsite Art Show*	n/a	15	n/a	$155	$2,325
				TOTAL	**$33,741**

Vargas Elementary

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	12	7	$119	$1,428	$9,996
Grade: 3-4	24	5	$119	$2,856	$14,280
Grade: 5	30	3	$119	$3,570	$10,710
Add-on: Option A, Onsite Art Show*	n/a	15	n/a	$155	$2,325
				TOTAL	**$37,311**

Stevenson Elementary

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: K-2	12	9	$119	$1,428	$12,852
Grade: 3-4	24	6	$119	$2,856	$17,136
Grade: 5	30	3	$119	$3,570	$10,710
Add-on: Option A, Onsite Art Show*	n/a	18	n/a	$155	$2,790
				TOTAL	**$43,488**

Amy Imai Elementary

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-5	12	10	$119	$1,428	$14,280
Grade: 3-4	24	4	$119	$2,856	$11,424
Grade: 5	30	2	$119	$3,570	$7,140
Add-on: Option A, Onsite Art Show*	n/a	16	n/a	$155	$2,480
				TOTAL	**$35,324**

A4S Total Program Cost	**$335,921**

Castro Elementary

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	24	7	$62	$1,488	$10,416
Grade: 3	24	2	$93	$2,232	$4,464
Grade: 4	24	2	$119	$2,856	$5,712
Grade 4 - 56 Recorder Kits	n/a	2	n/a	$346	$692
Grade: 5 - Instrumental Program	30	2	$119	$3,570	$7,140
Grade Level Performances TK-4		6	n/a	$464	$2,784
				TOTAL	**$31,208**

Mistral Elementary

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	24	10	$62	$1,488	$14,880
Grade: 3	24	3	$93	$2,232	$6,696
Grade: 4	24	2	$119	$2,856	$5,712
Grade 4 - 56 Recorder Kits	n/a	2	n/a	$346	$692
Grade: 5 - Instrumental Program	30	2	$119	$3,570	$7,140
Grade Level Performances TK-4		6	n/a	$464	$2,784
				TOTAL	$37,904

Monta Loma Elementary

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	24	10	$62	$1,488	$14,880
Grade: 3	24	2	$93	$2,232	$4,464
Grade: 4	24	2	$119	$2,856	$5,712
Grade 4 - 56 Recorder Kits	n/a	2	n/a	$346	$692
Grade: 5	30	3	$119	$3,570	$10,710
Grade Level Performances TK-4		6	n/a	$464	$2,784
				TOTAL	$39,242

Landels Elementary

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	24	10	$62	$1,488	$14,880
Grade: 3	24	3	$93	$2,232	$6,696
Grade: 4	24	3	$119	$2,856	$8,568
Grade 4 - 84 Recorder Kits	n/a	3	n/a	$346	$1,038
Grade: 5 - Instrumental Program	30	3	$119	$3,570	$10,710
Grade Level Performances TK-4		6	n/a	$464	$2,784
				TOTAL	$44,676

Bubb Elementary

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: K-2 & SAI	24	9	$62	$1,488	$13,392
Grade: 3	24	2	$93	$2,232	$4,464
Grade: 4	24	2	$119	$2,856	$5,712
Grade 4 - 56 Recorder Kits	n/a	2	n/a	$346	$692
Grade: 5 - Instrumental Program	30	2	$119	$3,570	$7,140
Grade Level Performances K-4		5	n/a	$464	$2,320
				TOTAL	$33,720

Theuerkauf Elementary

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	24	9	$62	$1,488	$13,392
Grade: 3	24	2	$93	$2,232	$4,464
Grade: 4	24	2	$119	$2,856	$5,712
Grade 4 - 56 Recorder Kits	n/a	2	n/a	$346	$692
Grade: 5 - Instrumental Program	30	2	$119	$3,570	$7,140
Grade Level Performances TK-4		6	n/a	$464	$2,784

				TOTAL	$34,184

Vargas Elementary

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: K-2	24	7	$62	$1,488	$10,416
Grade: 3	24	3	$93	$2,232	$6,696
Grade: 4	24	2	$119	$2,856	$5,712
Grade 4 - 56 Recorder Kits	n/a	2	n/a	$346	$692
Grade: 5 - Instrumental Program	30	3	$119	$3,570	$10,710
Grade Level Performances K-4		5	n/a	$464	$2,320
				TOTAL	$36,546

Stevenson Elementary

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: K-2	24	9	$62	$1,488	$13,392
Grade: 3	24	3	$93	$2,232	$6,696
Grade: 4	24	3	$119	$2,856	$8,568
Grade 4 - 84 Recorder Kits	n/a	3	n/a	$346	$1,038
Grade: 5 - Instrumental Program	30	3	$119	$3,570	$10,710
Grade Level Performances K-4		5	n/a	$464	$2,320
				TOTAL	$42,724

Amy Imai Elementary

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	24	10	$62	$1,488	$14,880
Grade: 3-4	24	2	$93	$2,232	$4,464
Grade: 4	24	2	$119	$2,856	$5,712
Grade 4 - 56 Recorder Kits	n/a	2	n/a	$346	$692
Grade: 5 - Instrumental Program	30	2	$119	$3,570	$7,140
Grade Level Performances TK-4		6	n/a	$464	$2,784
				TOTAL	$35,672

M4S Total Program Cost	**$335,876**

Total Proposed Cost for A4S & M4S		**$671,797**
	Less subsidy	(125,000)
	Net cost	**$546,797**

For these services, Mountain View Whisman School District will make payments to the Community School of Music and Arts on these dates

September 15, 2025	**$273,399**
January 15, 2026	**$273,399**

Mountain View
Whisman
School District

District Office
T 650.526.3500
1400 Montecito Ave.
Mountain View, CA 94043

JUSTIFICATION REMARKS

Date: May 21, 2025

Requestor:	Cathy Baur, Associate Superintendent Educational Services
Vendor:	Community School of Music and Art
Reason:	Music and Art classes for elementary sites for 25-26 school year

Remarks: The district is seeking to contract with the Community School of Music and Art (CSMA) to provide music and art classes at each elementary school. The curriculum will be presented by professional arts educators/teaching artists ("Instructors"). The cost to provide these lessons will be funded by through the Mountain View Educational Foundation. CSMA is on the district approved vendor list. CSMA has requested to use their contract and upon review, we believe their 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: Community School of Music and Art - 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: - Approved vendor list
  - ☐ ____ 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:	May 15, 2025	Date:	19 MAY, 2025
Print Name:	Cathy Baur	Print Name:	Jeffrey Baier
Print Title:	Associate Superintendent	Print Title:	Superintendent

For Department: Educational Services - CSMA

Checklist not required for school sites

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CONCORDIA UNIVERSITY IRVINE

Concordia University Irvine
School of Education
SCHOOL COUNSELOR/PSYCHOLOGY STUDENT PRACTICUM/FIELDWORK AGREEMENT
Mountain View Whisman School District
March, 2025

MEMORANDUM OF UNDERSTANDING

This Agreement is made and entered into as of the execution of the Agreement by both parties by and between Mountain View Whisman School District ("District") located in Mountain View, California, and Concordia University Irvine ("University") a non-profit religious corporation located in Irvine, California.

WITNESSETH

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, the University operates fully accredited educational programs for its students; and

WHEREAS, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's students at the District's facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

GENERAL TERMS AND CONDITIONS

1. **Term.** The term of this agreement shall commence on **7/1/2025** and terminate on **6/30/2026.**

2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, students who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a student from the K-12 setting at any time.

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3. Insurance.

a. University shall maintain professional liability insurance coverage at a minimum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate throughout the course of this Agreement. Further, University agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate throughout the course of this Agreement. University shall ensure that such policies provide for notification to District at least thirty (30) days in advance of any material modification or cancellation of such coverage. University also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of University working at District pursuant to this Agreement at all times during the course of this Agreement. University shall provide certificates evidencing all coverage referred to in this section upon request of District.

b. District shall maintain professional liability insurance coverage at a minimum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate throughout the course of this Agreement. Further, District agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate throughout the course of this Agreement. District shall ensure that such policies provide for notification to University at least thirty (30) days in advance of any material modification or cancellation of such coverage. District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of District working at District at all times during the course of this Agreement. District shall provide certificates evidencing all coverage referred to in this section upon request of University.

4. Employment Status of Students. Except in the specific situations described below, University students shall not be considered to be employees of the District.

a. Students Participating in Unpaid K-12 Educational Field Experience not at Student's Place of Employment: If the students are participating in an unpaid K-12 educational field experience not at the student's place of employment, it is understood that the University's students are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's students do not thereby become employees of the District by virtue of their field experience.

b. Students Participating in Unpaid K-12 Educational Field Experience at Student's Place of Employment: If the students are participating in an unpaid internship or field experience at the student's place of employment, it is understood by the University and the District that the field experience and work duties of the students shall be kept strictly separate.

c. Students Participating in Paid K-12 Educational Field Experience: If the students are provided with a nominal payment from the District intended to reimburse them for estimated

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expenses related to their field experience, the students do not thereby become employees of the District. If, however, the students are paid wages by the District for their service, then they become employees of the District, and the District is responsible for all employee obligations.

5. Confidentiality.

a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify students that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the student records of the University's students except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

6. **Non-Discrimination.** Neither party shall unlawfully discriminate against any student on the basis of disability, age, race, color, gender, gender identity, sexual orientation, national and ethnic origin, or any other protected class in administration of the programs subject to this agreement.

7. **Transportation of Students.** Neither the University nor the District will provide transportation for students between the University and the District school. Each student shall be responsible for his or her transportation.

8. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's

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students while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and students of the University within the prescribed framework.

9. **Indemnification.** Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

10. Scope of Work.

SCHOOL COUNSELING/PSYCHOLOGY PRACTICUM

"Practicum" as used herein refers to the hours that a student, enrolled in practicum-embedded course(s) in the University program, develops skills learned in previous and current courses under the supervision of a site supervisor working in a K-12 setting.

Practicum is to be completed under the direct supervision of a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school counseling and has a minimum of three years full time experience as a School Counselor/Psychologist.

For School Counseling students, it is the expectation that students are required to meet one- on-one with a client for six 30-minute sessions to gain experience developing counseling relationships through the application of counseling skills. Additionally, students should complete direct, as well as, indirect counseling experience in clinical settings working with other clients.

The University will ensure students who participate in practicum have met the requirements of a valid CTC document, which includes a fingerprint and background check. Students will be informed that a District has the authorization to require additional documentation before beginning their practicum assignment.

The District recognizes the importance of facilitating Practicum placements that will enhance the students' confidence as a professional counselor/psychologist. Settings for School Counselors/Psychologists should build basic counseling skills which include body language, listening, and development of trust with clients.

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The University agrees to appoint a faculty member as a University Supervisor to administer the University's responsibilities related to the Program and oversee the students' Practicum experience at the District. The University Supervisor shall be responsible for ongoing communication with the District.

The District agrees to assume ultimate responsibility for the counseling services provided to students and the psycho-educational assessments administered to students, as well as, the delivery of results through reports and IEP meetings.

SCHOOL COUNSELING/SCHOOL PSYCHOLOGY FIELDWORK

"Fieldwork" as used herein refers to the hours that a student, enrolled in fieldwork course(s) in the University program, develops and practices skills learned in previous and current courses under the supervision of a university supervisor and a site supervisor working in a K-12 setting.

The District agrees to appoint a District employee as a District Representative to administer the District's responsibilities related to the Program and collaborate with the Fieldwork and Internship Coordinator for School Counseling or School Psychology and implement the student's fieldwork at the District.

The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as site supervisors responsible for direct supervision of assigned students. District employees designated as site supervisors shall meet the CTC criteria for supervising students. School Counseling/School Psychology site supervisors must have a current PPS credential with an authorization in school counseling/school psychology and a minimum of three years full-time experience as a school counselor or school psychologist. In the absence of the site supervisors so designated, suitable alternate persons will be designated and available.

The District Representative and site supervisors shall be granted with sufficient time to supervise, plan and implement the fieldwork including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned students; (b) provide the physical facilities and equipment necessary to conduct the fieldwork; (c) provide assigned students, whenever possible, with the use of library facilities, reasonable study and storage space; (d) make efforts to assist student in meeting course objectives; (e) advise the University of any changes in its personnel, operations or policies which may affect the fieldwork; (f) permit inspection by the University of the facilities, services available for learning experiences, student records, and other items pertaining to the fieldwork; (g) determine the number of students which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the

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University and its students the applicable District rules and regulations with which they are expected to comply.

The University will provide a valid and reliable assessment that the District will use to assess the student's competence, a minimum of twice, at the mid-point and at the conclusion of fieldwork. The completed assessment will be forwarded to the University after each administration of the assessment and upon the conclusion of each student's fieldwork. Notice will be provided to the University, as soon as practical and at least by mid-term of a student's fieldwork, of any serious deficiency noted in the ability of the student to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any student whose health or performance is a detriment to any student's well-being or to achievement of the stated objectives of the student's field experience. Prior to such termination, the District shall notify the University's Fieldwork and Internship Coordinator.

The University agrees to appoint a faculty member as Fieldwork and Internship Coordinator to administer the University's responsibilities related to the Program and oversee the students' fieldwork at the District. The Fieldwork and Internship Coordinator shall be responsible for ongoing communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of student assignments, including each student's name, level of academic preparation, and length and date of the fieldwork. The University shall refer to the District only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned students regarding appropriate health and professional liability insurance. All students will be covered by the University's group professional liability insurance as required by the terms of this agreement. The University agrees to require assigned students to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of fieldwork assignment and while on District premises.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

SCHOOL COUNSELING/SCHOOL PSYCHOLOGY INTERN

The Intern School Counselor or Psychologist is approved to assume the functions

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authorized by the Pupil Personnel Services School Counseling Intern Credential provided that the Intern's services meet the needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees.

The University shall ensure students in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirement of meeting the California Basic Skills requirement, most commonly met by the passage of the CBEST assessment and are enrolled in internship courses in the University program.

The University shall provide a University supervisor to work cooperatively with the Intern School Counselor or Psychologist and site supervisor.

The University will provide a valid and reliable assessment that the District will use to assess the Intern's competence, a minimum of twice, at the mid-point and at the conclusion of the Internship. The completed assessment will be forwarded to the University after each administration of the assessment and upon completion of the Internship. Notice will be provided by the District to the University, as soon as practical and at least by mid-term of a student's Internship, of any serious deficiency noted in the ability of the Intern to progress toward achievement of the stated objectives of the Internship.

The District shall authorize a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school counseling and has a minimum of three years full time experience as a School Counselor or School Psychologist to supervise the Intern student. The site supervisor shall be granted with sufficient time to supervise, plan, and implement the Internship, including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of staff members of the District responsible for supervision of assigned Interns; (b) provide the physical facilities and equipment necessary to conduct the Internship; (c) advise the University of any changes in its personnel, operations, or policies which may affect the Internship; (d) permit inspection by the University of the facilities, services available for learning experiences, student records, and other items pertaining to the Internship; and (e) provide access to the University and its students the applicable District rules and regulations with which they are expected to comply.

The District shall ensure no Intern School Counselor or Intern School Psychologist will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor or Intern School Psychologist shall not be less than the minimum base salary paid regularly certificated personnel in similar positions.

The District agrees that the Intern School Counselor or Intern School Psychologist will

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remain an employee of the District for the term of the issued Intern Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor or Intern School Psychologist does not displace other certificated Pupil Personnel Services employees in the District.

11. General Provisions.

a. Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.

b. Assignment. University shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of District. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

c. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

d. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

e. Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

f. Execution. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any party who signed it.

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The following signatures hereby indicate approval of this agreement:

Concordia University Irvine

By: Scott Ashmon
Signed by:
38E1E1296A884E8...

Name: Rev. Dr. Scott Ashmon

Title: Senior Vice President and Provost

Date: 4/23/2025

DISTRICT

Signature: _____

Printed Name: Cath Barr

Title: Assoc. Supt.

Date: 5/5/25

Concordia University Irvine
Attn: Dr. Charlie Rodrigues
1530 Concordia West
Irvine, CA 92612
Copy to:
General Counsel (ronald.vanblarcom@cui.edu)
MOU Coordinator (charlie.rodrigues@cui.edu)

Address: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sharon Maslowsky, CIC	
Sovereign Insurance Group 920 Cassatt Road Suite 100 Berwyn PA 19312	PHONE (A/C, No, Ext): (800) 222-4478	FAX (A/C, No): (610) 535-6810
	E-MAIL ADDRESS: smaslowsky@sovinsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CONCORDIA UNIVERSITY IRVINE 1530 CONCORDIA WEST IRVINE CA 92612	INSURER A: American Southern Home Insurance Company	41998
	INSURER B: American Family Home Insurance Company	23450
	INSURER C: Security National Ins Co	19879
	INSURER D: Technology Insurance Company	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 25-26 Placements update **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Sexual Abuse or Molestation [ ] $1M/$2M GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			7NA6CP000113303	02/01/2025	02/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			7NA5CA000090003	02/01/2025	02/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			7NA5FF000102602	02/01/2025	02/01/2026	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		QWC1451439 Other States	04/01/2025	04/01/2026	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Workers Compensation - HI, MO, NJ, ID			TWC4597047	04/01/2025	04/01/2026	EL Each Accident EL Disease Policy Limit EL Disease EA Employee	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Fieldwork Placements for School Counseling/School Psychology candidates.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sharon J. Maslowsky

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MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Concordia University

***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. No Cost
- ☐ **$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 17, 20 25	Date:	5/5, 20 25
Print Name:	Karin Jinbo	Print Name:	Cathy Baur
Print Title:	Director	Print Title:	Associate Superintendent

For Department: Health and Wellness / Education Services

Checklist not required for school sites

Concordia University - No Cost to MVWSD

AGREEMENT FOR
PROJECT INSPECTION SERVICES
BY AND BETWEEN
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
AND
CONSTRUCTION INSPECTION SERVICES, INC.

This Agreement for Project Inspection Services ("**Agreement**") is made is made and entered into as of May 22, 2025, by and between **Mountain View Whisman School District** ("**District**") and **Construction Inspection Services, Inc**.("**Inspector**") (individually a "**Party**" or collectively the "**Parties**").

RECITALS

WHEREAS, District intends to award contracts to construction contractor(s) to perform work ("Construction Work" or "Work") for Roofing Replacement and Repair Project (Project) at Crittenden Middle School, 1701 Rock St., Bubb Elementary School, 525 Hans Ave., Imai Elementary School, 253 Martens Ave., Landels Elementary School, 115 West Dana St., Mountain View, CA ("Sites").

WHEREAS, District has retained the services of Dreiling Terrones Architecture, Inc., as the architect(s) and/or design professional(s) of the Construction Work ("**Architect(s)**"); and

WHEREAS, the Construction Work shall be performed pursuant to District-approved plans, drawings, and specifications prepared by the Architect ("**Contract Documents**"), and rules, regulations and statutes applicable to school construction and other contract documents; and

WHEREAS, District requires the services of a Division of the State Architect ("**DSA**") approved project inspector during the Construction Work; and **N/A**

WHEREAS, pursuant to Education Code section 17311, the District shall provide for and require competent, adequate, and continuous inspection during construction or alteration by an inspector satisfactory to the Architect or Structural Engineer and the Department of General Services; and **N/A**

WHEREAS, Inspector warrants and represents that Inspector is competent to perform the duties and responsibilities required by this Agreement and by applicable laws and regulations for the inspection of Construction Work at the Site ("**Project**").

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, receipt of which is acknowledged, the Parties agree as follows:

1. **Services**.

   1.1. Inspector shall, as requested by District, act as the project inspector for the Project. Inspector shall observe construction operations to ensure that the Project is constructed and completed in strict conformity with all applicable laws, regulations, the Contract Documents, and the "Performance of Services" section herein ("**Services**"). The Services include project inspection services for each component as listed below.

   1.2. Any one component or combination of components of the Services may be changed, or terminated, in the same manner as the Services, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Inspector shall invoice for each component separately and District shall compensate Inspector for each component separately on a proportionate basis based on the level and scope of work completed for each component.

1.3. The estimated approximate hard construction costs for the Site is Six Million Six Hundred Thousand Dollars (**$6,600,000.00**):

2. **Term.** The term of this Agreement shall be the period of construction of the Project and shall terminate when the notice of completion for the Construction Work is recorded ("**Term**"), unless terminated or otherwise cancelled.

3. **Submittal of Documents**. The Inspector shall not commence Services under this Agreement until the Inspector has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed Agreement
X	Workers' Compensation Certification
X	Fingerprinting/Criminal Background Investigation Certification
X	Insurance Certificates and Endorsements
X	W-9 Form

Compensation. Inspector's fee for the performance of Services at the above Site shall be for a total maximum fee not to exceed **Twelve Thousand Four Hundred Dollars** (**$12,400.00**) ("**Fee**").

3.1. The Inspector shall submit a monthly itemized statement of Service charges and expenses (if applicable) to the District on the fifth (5^{th}) day of each month. Inspector shall prepare a separate itemized statement for the Site at which Inspector provides Services. The itemized statement shall show the days and hours worked each workday Inspector performs Services for the previous month. District will permit a one (1) month grace period beyond this time for the Inspector to submit its invoice for a particular month's work. No amounts shall be due or owing to the Inspector if it fails to submit an invoice to the District at or before the end of that grace period.

3.2. Payment for the Services shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Inspector submits an itemized statement to the District for Services performed and after the District's written approval of the Services performed.

3.3. The daily job log referred to herein shall detail the time spent by the Inspector in the performance of Services pursuant to this Agreement.

3.4. Inspector shall provide to the District on a timely basis and to not cause a delay in DSA's approval of the Project, all verified report(s) for all scope(s) of Work and all other required Project documents if not already completed and provided to the District. District shall retain five percent (5%) of Inspector's Fee or Ten Thousand Dollars ($10,000), whichever is greater, until Inspector has filed all required verified report(s) and other Project Documents. **N/A**

3.5. If requested by the District, the Inspector shall provide additional or extended Services for the Project as may be necessary because of changed conditions including, without limitation, conditions made necessary by Work damaged by fire or other Acts of God during construction or prolongation of the initial construction contract time beyond the construction contract time schedule. Additional or extended Services shall only be compensable if Inspector has exhausted the Fee, or if the additional or extended Services are not a component of the Services. Those additional or extended Services shall be as agreed to by the District and shall be based on rates at or below the hourly, daily, weekly, or monthly rates as indicated here:

Maximum Rate for Additional or Extended Services

Hourly	$155.00/Hour
Daily	N/A

Weekly	N/A
Monthly	N/A

4. **Expenses**. District shall not be liable to Inspector for any costs or expenses paid or incurred by Inspector in performing Services, except for those set forth below. Inspector agrees that travel may be required, at Inspector's expense. These travel expenses are not reimbursable.

   4.1. Not applicable

5. **Independent Contractor**. Inspector, in the performance of this Agreement, shall be and act as an independent contractor. Inspector understands and agrees that it and all of its 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. Inspector 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 Inspector's employees. In the performance of the Services contemplated, Inspector is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of Inspector's work, District being interested only in the results obtained.

6. **Inspector's and Subconsultant Registration and Compliance.**

   6.1. Inspector acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies and that the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Inspector shall comply with Labor Code section 1725.5, including without limitation the registration requirements for itself and its subconsultants. Inspector represents that all of its subconsultants are registered pursuant to Labor Code section 1725.5.

   6.2. To the extent applicable, Inspector shall pay workers not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from the District or on the Internet at: <http://www.dir.ca.gov>.

   6.3. Labor Code section 1771.1(a) states the following:

      6.3.1. "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

   6.4. Inspector shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations.

   6.5. Inspector shall post job site notices, as required by law, including without limitation Labor Code section 1771.4.

   6.6. Inspector shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

7. **Designated Representatives**. Inspector shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.

8. **Materials**. Inspector shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:

8.1. Not applicable

9. **Performance of Services**.

9.1. **Standard of Care**.

9.1.1. Inspector represents that Inspector has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Inspector'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. Inspector's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

9.1.2. Inspector 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.

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

9.1.4. Inspector 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.

9.2. **Meetings.** Inspector agrees to participate in coordination meetings to discuss District strategies, timetables, implementations of Services, and any other issues deemed relevant to the Project.

9.3. **District Approval.**

9.3.1. The District has the right to inspect and supervise to secure satisfactory completion of the Services.

9.3.2. Prior to any documents being made public, Inspector shall provide in draft form to District staff and District legal counsel, all documents that it or its subconsultants prepare.

9.4. **Inspector's Authority**

9.4.1. **Full-Time Inspector under Direction of Architect.** Inspector shall act as the Project inspector on a full-time, continuous basis, including during off hours, and weekend hours as deemed necessary by Inspector, the Architect and/or District. Inspector shall act under the direction of the Architect and shall be responsible to the Department of General Services, Division of the State Architect for enforcement of the Project plans and specifications. **N/A**

9.4.2. **Authority to Reject or Stop Construction Work**. Inspector shall not have the authority to direct a contractor in the execution of the Construction Work nor to stop work on the Project. However, if Inspector observes Construction Work being performed in deviation from the approved plans, specifications, or change orders or in violation of any local, state or federal statute, Inspector shall, if such deviation or violation is not immediately corrected by contractor when brought to the attention of contractor, direct the contractor in writing, while simultaneously notifying the Architect, and the

District, to cease installation of that nonconforming portion of Construction Work, pending further decision by Architect and District, and shall in all cases, make a written record of the event. Inspector shall deliver copies of the written record to District within twenty-four (24) hours of the event.

9.4.3. **Conflict of Interest**. Inspector shall not have a financial or investment interest in any person, contractor, entity, or their employees, agents, or subcontractors with responsibilities for the construction of, design of, or other work or duties related to the Project. Inspector shall not have the authority to assist any person, contractor, entity, or their employees, agents, or subcontractors in the performance of the any work on the Project. Inspector shall not undertake any responsibilities of any person, contractor, entity, or their employees, agents, or subcontractors. It shall be understood, however, that Inspector shall make every attempt to remove obstacles preventing the orderly progress of work on the Project.

9.5. **On-Site Presence.** Inspector shall be physically present at the Site at all times necessary for performance of its duties as project inspector. Inspector shall have personal knowledge of the Construction Work at all stages. Inspector shall accompany the Architect, District, the construction manager, or other consultants when any of them are observing the Construction Work. Inspector shall be physically present for all concrete work and masonry work.

9.6. **Inspector's General Obligations, Duties, and Responsibilities.** Inspector shall completely and timely inspect all portions of the Construction Work as it progresses, including, without limitation, the following:

9.6.1. Inspector shall endeavor to guard District and the State of California ("**State**") against apparent defects and deficiencies in the Construction Work and shall act on behalf of District to see that the Construction Work is executed and completed in a timely manner in accordance with the Contract Documents and applicable laws and regulations.

9.6.2. Inspector shall study and fully comprehend the requirements of the Construction Documents in order to provide competent inspection of the Construction Work. Inspector shall consult the Architect to resolve any uncertainties in Inspector's comprehension of the Contract Documents. Inspector shall possess a thorough understanding of the requirements of the Contract Documents for each portion of Construction Work before that portion of Construction Work is performed.

9.6.3. Inspector shall identify all non-compliant Construction Work as work on the Project progresses in order to facilitate timely corrective action.

9.6.4. Inspector shall verify code-compliant implementation of the materials testing and special inspection program, as applicable, including notification of materials testing labs, the performance of material sampling and special inspections, and the review of all material sampling and special inspection reports. Inspector shall not be required to conduct tests that are specified in the Contract Documents to be performed by a testing or inspection laboratory or firm.

9.6.5. Inspector shall comply with all the requirements of a DSA project inspector including, without limitation, all the requirements included and/or referenced in the most recent versions of the following forms, attached hereto as **Exhibit A**: **N/A**

9.6.5.1. Form DSA IR A-7, Project Inspector: Certification and Approval. **N/A**

9.6.5.2. Form DSA IR A-8, Project Inspector and Assistant Inspector: Duties and Performance. **N/A**

9.6.6. Inspector shall not authorize deviations from the Contract Documents.

9.6.7. Inspector shall obtain authorization to access DSAbox and submit all communications and documents through DSAbox. **N/A**

9.7. **Inspector Maintenance of Records, Job File, and Building Codes**

9.7.1. **Inspection Records**. Inspector shall maintain detailed, comprehensive, organized, accessible, and timely documentation of all inspections of the Construction Work ("**Inspection Records**"). The Inspection Records shall identify all compliant and non-compliant Construction Work. The Inspection Records shall include, without limitation:

9.7.1.1. **Record of Inspection on Plans.** A systematic record of the inspection of all Construction Work required by the Construction Documents. Inspector shall perform this by marking properly completed Construction Work on a set of Construction Documents to verify that the requirements of the plans and specifications have been met.

9.7.1.2. **Construction Procedure Records (Title 24, Part 1, Section 4-342(6)).** These shall include, without limitation, concrete placement operations, welding operations, pile penetration blow counts, and other records specified on the approved Construction Documents.

9.7.1.3. **Deviations and Resolution of Deviations.** The resolution of reported deviations.

9.7.1.4. **Daily Job Log.** Daily job log of the Inspector's time spent, areas and scopes inspected, and tasks performed on the Site.

9.8. **Job File.** Inspector shall maintain a record of his/her attendance at the Site and shall maintain files of schedules, notes, communications, records, documents, and drawings on behalf of the District.

9.8.1. The schedules, notes, communications, records, documents, and drawings shall be regularly reviewed with the District, shall be kept in an order as directed by the District (e.g. by date or type of transaction).

9.8.2. Inspector shall assist District staff in preparing quarterly progress reports to the governing board of the District.

9.8.3. In addition, the Inspector shall organize and maintain a complete system of construction records, including, but not limited to:

9.8.3.1. All Inspection Records.
9.8.3.2. Job memo file.
9.8.3.3. Site conference file.
9.8.3.4. Progress reports.
9.8.3.5. Test and Inspection List (Form DSA-103-1 (Revised 01-01-12).
9.8.3.6. Correspondence file, including, without limitation, all correspondence from/to Architect, construction contractor(s), District, and DSA.
9.8.3.7. Complete change order file.
9.8.3.8. All Addenda.
9.8.3.9. All deferred approval documents.
9.8.3.10. Complete shop drawings, samples, and submittal file.
9.8.3.11. All Contract Documents including, without limitation, the approved plans and specifications.

9.8.4. All records and documents kept by Inspector shall be and remain the property of District.

9.9. **Building Codes.** In addition to the above documents, Inspector shall keep at the Site, a copy of all applicable and up to date building codes and regulations necessary to perform required inspections, including, without limitation, the following parts of Title 24 of the California Code of Regulations in the edition referenced in the Contract Documents:

9.9.1. Title 24, Part 1 (Administrative Code).

9.9.2. Title 24, Part 2, Volumes 1, 2, and 3 (Building Code).

9.9.3. Title 24, Part 3 (Electrical Code).

9.9.4. Title 24, Part 4 (Mechanical Code).

9.9.5. Title 24, Part 5 (Plumbing Code).

9.9.6. Title 24, Part 6 (Energy Code).

9.10. **Communications, Reporting, and Notifications**

9.10.1. **DSA Notification.** Inspector shall notify DSA: **N/A**

9.10.1.1. At least forty-eight (48) hours prior to the start of any Construction Work at the Site.

9.10.1.2. At least forty-eight (48) hours prior to completion of any foundation excavations/trenches.

9.10.1.3. At least forty-eight (48) hours prior to the first concrete pour/placement at the Site.

9.10.1.4. When Construction Work has been suspended for a period of more than two (2) weeks.

9.10.2. **Notification of District and Architect.** Inspector shall immediately report to District, the Architect, and the construction manager any failure by any contractor or subcontractor to comply with the Contract Documents, or any attempted substitutions of required materials and/or workmanship in any portion of the Construction Work. Inspector shall inform the District, the Architect, and the construction manager of any conflicts, ambiguity, and/or inconsistencies in the Contract Documents and of any interpretations, suggestions, comments, and/or criticisms the Inspector has related to the Project or the Contract Documents. Inspector shall advise the District of needed inspections related to the status of the Construction Work, and District shall provide the schedule of Construction Work to Inspector so that both Parties arrange timely inspections.

9.10.3. **Deviation Notification of Contractor(s)**. Inspector shall notify a contractor verbally and in writing of any deviations from the approved Contract Documents by that contractor or its subcontractors. If the contractor does not immediately correct the deviation upon the verbal notice, then copies of the written notice shall be forwarded immediately to the District, the Architect, the construction manager, and DSA. Inspector shall document all resolutions of reported deviations and make them part of the Inspection Records.

9.10.4. **Contractor Inquiries**. Contractors are expected to direct inquiries regarding Construction Document interpretation to the Architect through the Inspector, including the contractor's uncertainties regarding the Construction Documents. Inspector shall document these inquiries and immediately forward them to the Architect for response.

9.10.5. **Construction Manager**. Inspector shall also work with the construction manager if the District uses a construction manager on any portion of the Project. If District does not use a construction manager on the Project, then all references to a construction manager herein shall mean the District.

9.11. **Inspector Responsibilities for Forms and Reports: DSA requirements are Non-Applicable to this project.**

9.11.1. **Semi-Monthly Reports.** Inspector shall submit semi-monthly reports on the 1st and the 15th of each month to District, the Architect, and DSA.

9.11.2. **Verified Reports**. Inspector shall submit verified reports at the following times that will include notification of outstanding deviations:

9.11.2.1. Work on the Project is suspended for a period of more than one (1) month.

9.11.2.2. Inspector is terminated for any reason.

9.11.2.3. DSA requests a verified report.

9.11.2.4. If District occupies any building on the Site.

9.11.2.5. When the Construction Work is complete.

Each verified report shall be on Form DSA-6, or more current form, and shall clearly describe all non-compliant Construction Work including change order work that is pending DSA approval. Each verified report shall state that Inspector knows of his/her personal knowledge that the Construction Work has, in every material respect, been performed in compliance with the Construction Documents. Inspector shall declare under penalty of perjury that all information indicated on the report is true.

9.12. **All Other Reports.** In addition, Inspector shall initiate and file with DSA prior to their due date, any other Project-related, forms, required of contractors, subcontractors, testing and inspection laboratories, and the District. Inspector shall prepare and forward to the District, Architect, and DSA all other reports required by Title 24 of the California Code of Regulations, the State, and/or DSA.

9.13. **Inspector Responsibilities for Laboratory Structural Tests.** Inspector shall initiate and expedite testing by independent test laboratories and shall maintain all necessary back up information for special inspection invoice processing and shall be responsible for the sequential progress of the Project related to the test lab reports.

9.14. **Inspector Responsibilities at Beginning of Occupancy**. Inspector shall observe the District's occupancy or movement of District-furnished equipment to each Site before completion and record and report any damages occurring so any claims may be fully documented.

9.15. **Compliance with DSA Inspection Card Process.** Inspector shall perform any service or work required to comply with DSA's inspection card process that establishes specific construction milestones that must be approved by the Inspector before contractor(s) can start subsequent work on a project.

9.16. **Facilities/Equipment.** District shall provide for Inspector's operational needs, such as office supplies, telephone, and fax machine.

9.17. **Inspector Certification**. Inspector shall provide the District a copy of documents satisfactory to the District certifying that Inspector holds proper state certification and approval by DSA to perform the required Services for this Agreement. Inspector shall also provide any other documents or certification requested by the District. Inspector shall initiate and provide the District with Form DSA-5, or more current qualification/certification form.

9.18. **Substitute Inspector and/or Assistant Inspector**. Inspector shall provide the Services throughout the Term and shall not delegate its duties without the full knowledge and prior written consent of the District. In the event of Inspector's absence for more than two (2) consecutive days or unavailability for scheduled inspections, Inspector, at no cost to District, shall secure a substitute inspector and/or assistant inspector who shall be appropriately certified, approved by DSA, and pre-approved in writing by District, to perform the Services. Certification documents for the approved substitute inspector(s) and/or assistant inspector(s) shall be presented to District within thirty (30) working days after the date of this Agreement. All substitute inspector(s) and assistant inspector(s) shall be obligated to perform the Services while performing any work

on the Project. Inspector shall provide technical guidance and monitoring of all substitute inspector(s) and assistant inspector(s).

9.19. **Other Jobs Outside of the Project**. Inspector shall be required to work full-time on the Project, and shall not work on or be under contract for another project without prior written approval from District, and without a reduction in compensation proportionate to the amount of time Inspector is required to be absent for responsibilities to another project.

9.19.1. In the event that this Agreement involves a company of inspectors, a DSA-approved inspector shall be designated as the Inspector for District and shall be on constant duty at the Site as described in this Agreement.

9.19.2. Inspector shall have the right to request and obtain an uncompensated release for a reasonable amount of time to fulfill unavoidable duties on other incomplete projects in progress at the beginning of the Project.

10. **Information**. To the extent applicable, Inspector shall obtain information from the District as follows:

10.1. **Furnished by District.** Upon request by Inspector, District shall furnish Inspector any information and documents readily available to District that the Inspector determines may be of use to the Inspector in the performance of the Services. District shall rely upon Inspector to determine which information and documents may be of use to the Inspector in performance of the Services. District makes no representations with respect to the reliability, accuracy, or completeness of any information or documents furnished by the District. Inspector shall determine if it is appropriate to rely on the District furnished information or documents. Inspector shall determine if clarification, additional information, or additional data is needed.

10.2. **Furnished by Others.** Inspector is to obtain, utilizing its own personnel, any required information that has been developed by other public or private entities that are not under contract to District. Inspector shall determine if it is appropriate to rely on the information or data developed by these other public or private entities. Inspector shall determine if clarification, additional information, or additional data is needed.

11. **Originality of Services**. Except as to standard generic details, Inspector 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 Inspector and shall not be copied in whole or in part from any other source, except that submitted to Inspector by District as a basis for such services.

12. **Copyright/Trademark/Patent**. Inspector 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. Inspector consents to use of Inspector's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

13. **Audit**. Inspector shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of broker transacted under this Agreement. Inspector shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Inspector 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 Inspector and shall conduct audit(s) during Inspector's normal business hours, unless Inspector otherwise consents. If the Agreement involves the expenditure of public funds in excess of ten thousand dollars ($10,000), the Agreement shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment. The audit shall be confined to those matters connected with the performance of the Agreement, including, but not limited to, the costs of administering the Agreement.

14. **Termination**

14.1. **Job Completion**. Unless previously terminated or otherwise cancelled, this Agreement shall terminate when the notice of completion for the Project is recorded with the County recorder.

14.2. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Inspector only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Inspector. Notice shall be deemed given when received by the Inspector or no later than three (3) days after the day the notice was mailed, whichever is sooner.

14.3. **Without Cause by Inspector.** Inspector may not terminate this Agreement without cause.

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

14.4.1. Material violation of this Agreement by the Inspector; or

14.4.2. Any act by Inspector exposing the District to liability to others for personal injury or property damage; or

14.4.3. Inspector is adjudged a bankrupt, Inspector makes a general assignment for the benefit of creditors or a receiver is appointed on account of Inspector'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 Services from another project inspector. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Inspector shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14.5. **With Cause by Inspector**. Inspector may only terminate this Agreement after giving written notice of intention to terminate for cause and the expiration of the time to cure. Cause shall only include:

14.5.1. Material violation of this Agreement by the District, or

14.5.2. Failure of the District to timely pay undisputed Inspector invoices.

Written notice by Inspector shall contain the reasons for such intention to terminate and unless within thirty (30) 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 thirty (30) calendar days cease and terminate. During the thirty (30) calendar days the Inspector shall continue providing Services to the District until the Agreement ceases and terminates. In the event of this termination, the District may secure the Services from another Inspector.

14.6. **Documentation upon Termination.** Upon termination, Inspector shall provide the District with all documents produced maintained or collected by Inspector pursuant to this Agreement, whether or not such documents are final or draft documents.

15. **Indemnification.** To the furthest extent permitted by California law, Inspector 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 ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Inspector, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, and/or this Agreement, including without limitation the payment of all consequential damages.

16. **Insurance**

16.1. Inspector shall procure and maintain during the life of the Project the following insurance with minimum limits equal to the amount indicated below.

16.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Inspector, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from any portion of the Services.

16.1.2. **Workers' Compensation and Employers' Liability Insurance**. In accordance with provisions of section 3700 of the California Labor Code, Inspector shall be required to secure workers' compensation coverage for its employees. In addition, the Inspector shall provide Employers' Liability Insurance for all of its employees engaged in any work on the Project. If any class of employee or employees engaged in work under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence work under this Agreement.

16.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability (Errors and Omissions) Insurance as appropriate to the Inspector's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

16.2. **Proof of Carriage of Insurance**. Inspector shall not commence any work under this Agreement until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

16.2.3. An endorsement stating that District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Inspector's insurance policies shall be primary to any insurance or self-insurance maintained by District.

16.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

16.3. **Acceptability of Insurers**. Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to District and agreed upon in writing.

17. **Assignment**. The obligations and liabilities of the Inspector pursuant to this Agreement shall not be assigned voluntarily by the Inspector nor assigned by operation of law, without express written consent of the District.

18. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns and shall inure to the benefit of the Parties and their successors and assigns.

19. **Compliance with Laws.**

19.1. **Generally.** Inspector 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. Inspector shall give all notices required by any law, ordinance, rule and regulation bearing on the Services indicated or specified. If Inspector observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Inspector shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Inspector receipt of a written termination notice from the District. If Inspector performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Inspector shall bear all costs arising therefrom.

19.2. **Compliance with Applicable Laws**. Inspector shall conform to the following specific rules and regulations as well as all other applicable laws, ordinances, rules, and regulations. Nothing in the Contract Documents is to be construed to permit Construction Work not conforming to these codes.

19.2.1. California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.

19.2.2. Regulations of the State Fire Marshall (Title 19, California Code of Regulations) and applicable local fire safety codes.

19.2.3. Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies.

19.2.4. Education Code of the State of California

19.2.5. Industrial Accident Commission's Safety Orders, State of California.

19.2.6. National Electrical Safety Code, U. S. Department of Commerce.

19.2.7. National Board of Fire Underwriters' Regulations.

19.2.8. Manual of Accident Prevention in Construction, latest edition, published by the American General Contractors of America.

Inspector certifies that it is aware of the provisions of California Labor Code, the California Code of Regulations, and/or precedential decisions of the California Department of Industrial Relations and/or any of its subsidiary divisions that require the payment of prevailing wage rates and the performance of other

requirements on certain "public works" and "maintenance" projects ("**Prevailing Wage Laws**"). Since Inspector is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation is $1,000 or more, Inspector agrees to fully comply with and to require its consultant(s) to fully comply with all applicable Prevailing Wage Laws.

20. **Certificates/Permits/Licenses**. Inspector and all Inspector's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of the Services. Except for any license or permits furnished by District, Inspector shall be fully responsible for identifying and obtaining all necessary licenses and permits for the timely prosecution of the Services.

21. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Inspector 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 District policy. Inspector and each subconsultant shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Inspector or subconsultants. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. In addition, the Inspector agrees to require like compliance by all its subcontractor(s).

22. **Fingerprinting of Employees**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Inspector performing of any portion of the Services.

23. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, Inspector must submit, upon request by District, appropriate documentation to District identifying the steps Inspector has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

24. **Interaction with the Media and Public.** Inspector shall promptly refer all inquiries from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Inspector receives a complaint from a citizen or the community, Inspector shall promptly inform the District about the complaint.

25. **Taxes.** Inspector shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Inspector agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Inspector may be reported to the Internal Revenue Service.

26. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

27. **District's Evaluation of Inspector and Inspector's Employees and/or Subcontractors**. District may evaluate Inspector in any manner which is permissible under the law. District's evaluation may include, without limitation:

    27.1. Requesting that District employee(s) evaluate Inspector and Inspector's employees and subcontractors and each of their performance.

    27.2. Announced and unannounced observance of Inspector, Inspector's employee(s), and/or subcontractor(s).

28. **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.

29. **Disputes.** All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all Parties.

30. **Confidentiality.** Inspector and all personnel designated by Inspector to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing any work pursuant to this Agreement. This requirement to maintain confidentiality shall extend beyond the effective termination date of the Agreement.

31. **Employment with Public Agency**. Inspector, if an employee of another public agency, agrees that Inspector 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.

32. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, addressed as follows:

District:	**Inspector:**
Mountain View Whisman School District	Construction Inspection Services, Inc.
1400 Montecito Ave.	243 Arroyo Drive
Mountain View, CA 94043	Pacifica, CA _94044
ATTN: Rebecca Westover	ATTN: Kurt Dodge_____

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

33. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties for the Services 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.

34. **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 county in which the District's administrative offices are located.

35. **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.

36. **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.

37. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

38. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, expert fees, court costs and attorney's fees.

39. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be

wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

40. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

41. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party represents s(he) has been properly authorized and empowered to enter into this Agreement.

42. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

44. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.

45. **Incorporation of RFQ/RFP & Proposal and Interpretation of Documents.** If the Parties enter into this Agreement as a result of a Request for Qualifications and/or a Request for Proposal ("**RFQ/RFP**"), the RFQ/RFP and Inspector's Response are hereby incorporated into this Agreement. If a conflict exists between this Agreement and the RFQ/RFP and/or the Inspector's Response, this Agreement shall control over the RFQ/RFP, which shall control over Inspector's Response. In no case shall a document calling for lower quality material or workmanship control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2025	Dated: _____, 2025
Mountain View Whisman School District	**Construction Inspection Services, Inc.**
Signature: _____	Signature: _____
Print Name: Rebecca Westover, Ed. D.	Print Name: Kurt Dodge
Print Title: Chief Business Officer	Print Title: President

Information regarding Inspector:

Inspector: _____

License No.: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

_____:
Employer Identification and/or Social Security Number

NOTE: Title 26, United States Code sections 6041 and IRS reporting rules require non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. These rules also provide 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.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- 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 and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Inspector: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the two boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Agreement for Project Inspection Services ("Agreement"):

☐ [**TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.**] Inspector's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Inspector's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Inspector for the services 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. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

Signature: _____

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Inspector's services under this Agreement and Inspector certifies its compliance with these provisions as follows: "*Inspector certifies that the Inspector has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Inspector's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Inspector, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto*."

☐ Inspector's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Continual supervision and monitoring of all Inspector's on-site employees of Inspector by an employee of Inspector, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel. [**TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.**]

Date: _____

District Representative's Name and Title: _____

Signature: _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Inspector that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).

[MUST BE COMPLETED BY INSPECTOR'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Inspector entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Inspector.

Date: _____

Name of Inspector or Company: _____

Signature: _____

Print Name and Title: _____

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

CHECKLIST

***REQUIRED*:**

☐ **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.

☐ **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 Construction, Repair and Maintenance**

- ☐ **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 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**

- ☐ ____ 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**

- ☐ ____ 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 for Waste Services**

- ☐ 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 Energy Services That Will Generate Cost Savings**

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

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity**

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

☐ **Contract Utilizing CMAS or Other "Leveraged Procurement Agreement" via the California Dept. of General Services**

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

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

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

☐ **Emergency Contracts**

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

***Both signatures below are required* --- Attach this document to each PSA**
[*For requisitions, QCC approvals are accepted as signatures]

Dated: May 12, , 20 25	Dated: _____, 20____
Approval by Department Head (Minimum: Manager Level)	**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)
Signature: [signature]	Signature: _____
Print Name: Shelby Hession - Greystone West Co	Print Name: _____
Print Title: Project Manager	Print Title: _____

California Department of Education
Nutrition Services Division
Form ID PRU-07b

Procurement Resources Unit
January 2022

CONTRACT EXTENSION

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED Pages

Renewal (Extension Number)	Agreement Number (Base year)
2	2023-2024

1. This Extension Agreement is entered into between the School Food Authority and Contract Vendor named below:

   SCHOOL FOOD AUTHORITY'S NAME
   Mountain View Whisman School District

   Contract Company
   Crystal Creamery, Inc.

2. Base year contract term: Effective date: **9-1-2023** Expiration date: **8/31/2024**

   Extension year: Effective date: **9-1-2025** Expiration date: **8/31/2026**

3. The maximum dollar amount of this contract:
   $180,000 (maximum dollar amount)

4. Vendor Services:
   Milk, Dairy Products

5. The parties mutually agree to this extension

The School Lunch Program is operated in accordance with U.S. Department of Agriculture policy which does not permit discrimination because of race, color, sex, age, handicap or national origin. Any person who believes that he or she has been discriminated against in any U.S.D.A activity should write to the Secretary of Agriculture, Washington, D.C. 20250

Contracted Vendor	
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* Crystal Creamery Inc.	
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)* 05-14-25
PRINTED NAME AND TITLE OF PERSON SIGNING Klodet Barkhosir Finance Manager, FP&A	
ADDRESS 529 Kansas Avenue, Modesto, CA 95351	
SCHOOL FOOD AUTHORITY	
SCHOOL FOOD AUTHORITY NAME Mountain View Whisman School District	
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*
PRINTED NAME AND TITLE OF PERSON SIGNING Rebecca Westover Chief Business Official	
ADDRESS 1400 Montecito Ave. Mountain View CA 94040	

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

A. The participant or respondent certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Crystal Creamery Inc.
Participant or Respondent Company Name

Award Number, Contract Number, or Project Name

Klodet Barkhosir Finance Manager, FP&A
Name(s) and Title(s) of Authorized Representatives

Signature(s)

05/14/2025
Date

California Department of Education
Nutrition Services Division
Form ID PRU-12

Procurement Resources Unit
January 2025

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization: Crystal Creamery Inc.

Street address: 529 Kansas Avenue

City, State, Zip: Modesto, CA 95351

Klodet Barkhosir

CERTIFIED BY: (type or print)

TITLE: Finance Manager, FP&A

(Signature) 05/14/2025 (Date)

Approved by OMB 0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

1. Type of Federal Action: [a.] contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** [a.] bid/offer/application b. initial award c. post-award	**3. Report Type:** [a.] initial filing b. material change **For material change only:** Year___quarter___ Date of last report_____

4. Name and Address of Reporting Entity: _____Prime _____Subawardee Tier_____, if Known: Crystal Creamery Inc. 529 Kansas Avenue, Modesto, CA 95351 **Congressional District, if known:**	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: N/A **Congressional District, if known:**
6. Federal Department/Agency: N/A	**7. Federal Program Name/Description:** N/A CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:* N/A	**9. Award Amount,** *if known:* $ N/A
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):* N/A	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):* N/A
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** **Print Name:** Klodet Barkhosir **Title:** Finance Manager, FP&A **Telephone No.:** 209-571-4719 **Date:** 05/14/2025

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Certificate of Independent Price Determination

Both the SFA and FSMC shall execute this Certificate of Independent Price Determination.

Crystal Creamery Inc.	
Name of FSMC	Name of SFA

A. By submission of this offer, the offeror (FSMC) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:

1. The prices in this offer have been arrived at independently—without consultation, communication, or agreement for the purpose of restricting competition—as to any matter relating to such prices with any other offeror or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid proposal opening in the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and

3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the offeror certifies that:

1. He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

2. He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

_____

_____

	Finance Manager, FP&A	05/14/2025
Signature of FSMC's Authorized Representative	Title	Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of SFA's Authorized Representative	Title	Date

Note: Accepting a Respondent's offer does not constitute award of the contract.

PRU-21 China Prohibition Certification

Instructions to program operator:
To ensure compliance with the Consolidated Appropriations Act of 2021 that was signed into law on December 27, 2020, all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China. It is the program operator's responsibility to ensure the country of origin for all nondomestic raw or processed poultry products, whether purchased directly by the program operator or on their behalf. The prohibition set forth in the Consolidated Appropriations Act of 2021 (Public Law 116–260) Division A, Section 764, does not allow for any exceptions.

Implementation of this prohibition should be done by including the provision in all procurement solicitations and contracts for the procurement of poultry. To ensure compliance with the prohibition, program operators should obtain a certification of acknowledgement from their supplier, e.g., manufacturer, processor, or distributor, that acknowledges their agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116–260). A sample of the certification language is attached to this communication and is also located below.

Sample Certification Language:

The Consolidated Appropriations Act of 2021 (Public Law 116–260), Division A, Section 764 (signed into law on December 27, 2020), prohibits all Child Nutrition Programs from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China.

We Crystal Creamery Inc (insert vendor name), certify that Milk Products (insert product name) did not use federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China.

We further acknowledge that noncompliance with this federal requirement may result in a finding of disallowable cost(s).

Additional Information:

The program operator and their supplier, e.g., manufacturer, processor, or distributor, should provide signatures by an authorized representative for each entity that acknowledges their agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116–260).

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: crystal Creamery

***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.

Done in 23-24

☐ **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:	Debbie Austin	Signature:	
Date:	May 14, 2025	Date:	May 21, 2025
Print Name:	Debbie Austin	Print Name:	Dr. Rebecca Westover
Print Title:	Director of Child Nutrition	Print Title:	Chief Business Officer

For Department:

Checklist not required for school sites

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Curriculum Associates, LLC - Ellevation Data Management Tool, Multilingual Learners License Renewal

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:	5/16, 20 25	Date:	May 15, 20 25
Print Name:	Geoff Chang	Print Name:	Cathy Baur
Print Title:	FSSP Director	Print Title:	Associate Superintendent
For Department:	Federal, State, and Strategic Programs		Ellevation Renewal 1year - $17,537.50

Checklist not required for school sites

Justification for Renewal of Ellevation Platform

Our district has utilized Ellevation since 2019 to support the effective management of our English Learner (EL) program. Renewing the platform is essential for the following reasons:

1. Consistency and Continuity
   Ellevation has been a key part of our EL program for over five years. Renewing ensures uninterrupted access to student data, documentation, and progress history, avoiding disruptions and data loss.
2. Streamlined Document Management
   The platform centralizes important EL documentation—such as parent notification letters, reclassification forms, and language proficiency records—improving efficiency and supporting compliance with state and federal requirements.
3. Monitoring and Compliance Tools
   Ellevation offers robust tracking tools that help us monitor active ELs and former ELs, stay on top of reclassification timelines, and meet audit and reporting requirements.

Given the platform's impact and reliability since 2019, we recommend renewing Ellevation to continue supporting our EL students and maintaining compliance.

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 Curriculum Associates, 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:

_____

_____

_____

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 to be provided to, period of service, number of hours of service, brief description of services to be provided).

☑ **Option 1** – Flat Fee of $ 17,537.50

☐ **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: 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:**	Curriculum Associates, LLC
1400 Montecito Ave.	**Street**	153 Rangeway Road
Mountain View, CA 94043	**City, Sate, Zip**	North Billerica, MA 01862
Attn: Chief Business Officer	**Attn:**	General Counsel

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: MRA N/A to Contractor's Services

(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: Geoff Chang GC

8. Tuberculosis (TB) Screening

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

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

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

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

District Representative initials here: GC

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

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence
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: MRa

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.

5.1. **Section withheld.**

6. **Termination**.

6.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and receive a pro-rata refund for unused Services. 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.

6.2. **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.

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

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

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

6.3.3. 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. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

6.4. 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.

7. **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 third party 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.

8. **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.

9. **Assignment**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor, except in connection with the sale of all or substantially all the outstanding assets or equity of Contractor.

10. **Compliance with Laws**. Contractor shall observe and comply with all applicable 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.

11. **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.

12. **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.

13. **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.

14. **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).

15. **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.

16. **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.

17. **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).

18. **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.

19. **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.

20. **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.

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

22. **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.

23. **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.

24. **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.

25. **Incorporation of Recitals and Exhibits**. The Recitals

and each exhibit attached hereto are hereby incorporated herein by reference.

26. **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.

27. **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.

28. **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: MRa

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 al 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#: 26-3954988

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 010-4203-0-5846-0-1110-1000-000000-009-0311

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:** Curriculum Associates, LLC
Dated: May 12, 2025, 20___	Dated: May 2, 2025
Signature:	Signature:
Print Name: Geoff Chang	Print Name: Marion Kennedy Amos
Print Title: Director of Federal/State & Strategic Programs	Print Title: CEO - Ellevation Division

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

Board of Trustees Action (District Office Use Only)

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

Curriculum Associates, LLC Price Quote - Q-49056 - Exhibit A

Version: 1
Quote Date: 6/27/2024
Quote Expiration Date: 8/1/2025

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the MVWSD Independent Contractor for Professional Services Agreement "Agreement".

Company:	Curriculum Associates, LLC	Customer:	Mountain View Whisman School District, CA
Representative:	Jessi Miller-Cunningham	Contact Name:	Geoffrey Chang
Email:	jessi.miller-cunningham@ellevationeducation.com	Email:	gchang@mvwsd.org
Phone:	617-307-5755	Phone:	650-526-3500 ext. 1135
Address:	153 Rangeway Road, North Billerica, MA 01862	Address:	1400 Montecito Avenue, Mountain View, CA,CA 94043
Start Date:	7/1/2025	End Date:	6/30/2026

Subscription Fees

Product	Quantity	Unit Price	Total Fees
Ellevation CA	1,150	$15.25	$17,537.50
		Subscription Total:	$17,537.50

Services Fees

Services Total:	$0.00

Total Investment - Q-49056

Grand Total:	$17,537.50

Invoicing Schedule: Up Front, In Full Payment Term: Net 30 Contract Term: 12

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: jessi.miller-cunningham@ellevationeducation.com.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Emergency & Health Training Center 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:	T.W. Kemper	Signature:	
Date:	May 9th., 2025	Date:	May 13, 2025
Print Name:	Terri W. Kemper	Print Name:	Cathy Baur
Print Title:	Director, Preschool Programs	Print Title:	Associate Superintendent

For Department: Preschool Programs

Checklist not required for school sites

-Pediatric CPR and First Aid certification for preschool staff.

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 Emergency & Health Training Center 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:

Pediatric CPR, AED, and First Aid skills session, including the prevention of anaphylaxis, as required by Community Care Licensing for staff in a preschool or child care setting will be provided for MVWSD preschool staff. Verification of Pediatric CPR & First Aid training will be provided for staff who complete the skills session (and the separate online training portion).

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: $70 per staff member in attendance to be invoiced after the skills session. Not to exceed $2,100.

3. Contract Dates "Agreement Time"

Services Start Date: August 6, 2025 Services End Date: May 31, 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:**	Emergency & Health Training Center Inc
1400 Montecito Ave.	**Street**	2660 John Montgomery Drive, Suite 6
Mountain View, CA 94043	**City, Sate, Zip**	San Jose, CA 95148
Attn: Chief Business Officer	**Attn:**	Quan Ta

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: Q.T

(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:** Q.T

(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: Q.T

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: QT

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#: 94-2491267

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:** Quan Ta
Dated: April 23, 2025	Dated: 4/25/2025, 2025
Signature: Terri W. Kemper	Signature:
Print Name: Terri W. Kemper	Print Name: Quan Ta
Print Title: Director, Preschool Programs	Print Title: CEO

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

Board of Trustees Action (District Office Use Only)

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

Mountain View Whisman School District

Mariana Velasco <mavelasco@mvwsd.org>

Re: CPR and FA training

Quan Ta <cprtraining.edu@gmail.com> Mon, Apr 21, 2025 at 10:52 AM
To: Terri Kemper <tkemper@mvwsd.org>
Cc: CENTER CPR TRAINING <info@cprtraining-center.com>, Mariana Velasco <mavelasco@mvwsd.org>

Hi Terri,

I hope you are doing well. The Skills session and the actual certificate is $70 per student. Student need to pay the online portion also ($21.5 through American Heart Association: https://shopcpr.heart.org/heartsaver-pediatric-first-aid-cpr-aed-online)

Thank you Terri,

Quan
[Quoted text hidden]
[Quoted text hidden]

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Emergency & Health Training Center INC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

2660 John Montgomery Drive, suite 6

Requester's name and address (optional)

6 City, state, and ZIP code

San Jose, CA 95148

7 *List account number(s) here (optional)*

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	9	–	4	9	1	1	2	6	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 5/2/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

State Farm

STEVE MCCLURE INSURANCE AGENCY INC
560 1ST ST, STE B150

BENICIA CA 94510

CONTACT NAME: Steve Mcclure
PHONE (A/C, No, Ext): 707-745-0848 FAX (A/C, No):
E-MAIL ADDRESS: steve@stevemcclure.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm General Insurance Company	25151
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

EMERGENCY & HEALTH TRAINING CENTER INC
2660 JOHN MONTGOMERY DR STE 6

SAN JOSE CA 94518-1000

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			97-CZ-Z387-0	04/24/2025	04/24/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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California Department of Education
Nutrition Services Division
Form ID PRU-07b

Procurement Resources Unit
January 2022

CONTRACT EXTENSION

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED Pages

Renewal (Extension Number)	Agreement Number (Base year)
2	2023-2024

1. This Extension Agreement is entered into between the School Food Authority and Contract Vendor named below:

   SCHOOL FOOD AUTHORITY'S NAME
   Mountain View Whisman School District

   Contract Company
   Gold Star Foods

2. Base year contract term: Effective date: **9-1-2023** Expiration date: **8/31/2024**

   Extension year: Effective date: **9-1-2025** Expiration date: **8/31/2026**

3. The maximum dollar amount of this contract:
   $275,000 (maximum dollar amount)

4. Vendor Services:
   Groceries, Commodity Foods

5. The parties mutually agree to this extension.

The School Lunch Program is operated in accordance with U.S. Department of Agriculture policy which does not permit discrimination because of race color, sex, age, handicap or national origin. Any person who believes that he or she has been discriminated against in any U.S.D.A. activity should write to the Secretary of Agriculture, Washington, D.C. 20250

Contracted Vendor	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)	
Gold Star Foods	
BY (Authorized Signature)	DATE SIGNED (Do not type)
✍	5/16/2025
PRINTED NAME AND TITLE OF PERSON SIGNING	
John Cho, E.V.P. of Revenue Manangement	
ADDRESS	
3781 E. Airport Drive Ontario, CA 91761	
SCHOOL FOOD AUTHORITY	
SCHOOL FOOD AUTHORITY NAME	
Mountain View Whisman School District	
BY (Authorized Signature)	DATE SIGNED (Do not type)
✍	
PRINTED NAME AND TITLE OF PERSON SIGNING	
Rebecca Westover Chief Business Official	
ADDRESS	
1400 Montecito Ave. Mountain View CA 94043	

Gold Star Foods, Inc.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

A. The participant or respondent certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Gold Star Foods, Inc.	SY25-26
Participant or Respondent Company Name	Award Number, Contract Number, or Project Name

John Cho, E.V.P. of Revenue Manangement
Name(s) and Title(s) of Authorized Representatives

	May 16 , 2025
Signature(s)	Date

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization: Gold Star Foods, Inc.

Street address: 3781 E. Airport Drive

City, State, Zip: Ontario, CA 91761

John Cho
CERTIFIED BY: (type or print)

TITLE: E.V.P. of Revenue Management

(Signature) May 16 2025 (Date)

Approved by OMB 0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

1. **Type of Federal Action:** a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. **Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	3. **Report Type:** a. initial filing b. material change **For material change only:** Year___ quarter___ Date of last report _____
4. **Name and Address of Reporting Entity:** _____Prime _____Subawardee Tier_____, if Known: **Congressional District, if known:**	5. **If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District, if known:**	
6. **Federal Department/Agency:** n/a	7. **Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. **Federal Action Number,** *if known:*	9. **Award Amount,** *if known:* $	
10. a. **Name and Address of Lobbying Registrant** *(if individual, last name, first name, MI):*	b. **Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*	
11. **Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.**	**Signature:** _____ **Print Name:** John Cho **Title:** E.V.P. of Revenue Management **Telephone No.:** (909) 843-9600 **Date:** May 16, 2025	

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Certificate of Independent Price Determination

Both the SFA and FSMC shall execute this Certificate of Independent Price Determination.

Gold Star Foods, Inc	Mountain View Whisman School District
Name of FSMC	Name of SFA

A. By submission of this offer, the offeror (FSMC) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:

1. The prices in this offer have been arrived at independently—without consultation, communication, or agreement for the purpose of restricting competition—as to any matter relating to such prices with any other offeror or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid proposal opening in the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and

3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the offeror certifies that:

1. He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

2. He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail).

N/A

Gold Star Foods, Inc.

John Cho	E.V.P. of Revenue Management	May 16, 2025
Signature of FSMC's Authorized Representative	Title	Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of SFA's Authorized Representative	Title	Date

Note: Accepting a Respondent's offer does not constitute award of the contract.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Gold Star Foods

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.

Done 23-24

☐ **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: Deborah M. Austin	Signature:
Date: 5/16, 2025	Date: May 21, 2025
Print Name: Deborah M. Austin	Print Name: Dr. Rebecca Westover
Print Title: Director of Child Nutrition	Print Title: Chief Business Officer

For Department:

Checklist not required for school sites

Michele Paolini - Company Representative
5142 Lapa Dr. - San Jose, CA 95129
(415) 902-3321 - mrpaolini@varsity.com

Yearbook Order Form

2026 -- U.S.

Job #: 24850

Please return this Order Form to your local sales representative. Call toll-free (800) 255-6287 with additional questions.

Organization Name: Crittenden Middle School

Year(s) Covered: ☑ 2026 ☐ 2027 ☐ 2028 ☐ 2029 ☐ 2030

Principal's Name: Ms. Julie Thompson
Address: 1701 Rock St
City/State/Zip: Mountain View, CA 94043-1810
Phone: 650-903-6945
# of Classrooms: 28

Contact Name: Ms. Shanna Bengtson
Address: 1701 Rock St
City/State/Zip: Mountain View, CA 94043-1810
Phone:
E-mail: sbengtson@mvwsd.org

We would like Hercules Achievement, LLC. d/b/a Varsity Yearbook ("Company") to print our all color yearbook based on the following information::

	Price	Quantity	Totals
Approximate Number of Yearbook Copies		400	
Approximate Number of Pages		84	$7,576.00

BOOK ADD-ON ITEMS: *Your final invoice will reflect changes to the items below based on the actual quantities ordered when your book is submitted.*

☐ All Soft Covers (No Lamination)	$0.00 / COPY	_____	_____
☐ -- Add Gloss Lamination to All Soft Covers	$1.60 / COPY	_____	_____
☐ -- Add Matte Lamination to All Soft Covers	$2.48 / COPY	_____	_____
☑ All Gloss Laminated Hard Covers	$8.90 / COPY	N/A	$3,560.00
☐ All Matte Laminated Hard Covers	$9.80 / COPY	_____	_____
☐ Split Covers (Mix Hard and Soft Covers for One-time Fee; All Gloss or All Matte)	$123.00 / ORDER	_____	_____
☐ -- Gloss Laminated Hard Covers (Minimum 32 Pages and 50 Copies)	$8.90 / EACH	_____	_____
☐ -- Matte Laminated Hard Covers (Minimum 32 Pages and 50 Copies)	$9.80 / EACH	_____	_____
☐ -- Soft Covers (Split Order; No Lamination)	$0.00 / EACH	_____	_____
☐ ---- Add Gloss Lamination to Soft Covers	$1.60 / EACH	_____	_____
☐ ---- Add Matte Lamination to Soft Covers	$2.48 / EACH	_____	_____
☐ Add 100# Gloss Paper (Final Price Will Be Based on Pages/Copies Ordered)	$0.00 / SIG/CPY	_____	_____
☐ Add 100# Matte Paper (Final Price Will Be Based on Pages/Copies Ordered)	$0.00 / SIG/CPY	_____	_____

ADDITIONAL ITEMS: *Your final invoice will include changes to items that you make on the Order Confirmation form when you submit your pages.*

☐ Digital Name Imprints (Minimum 25)	$2.65 / EACH	_____	_____
☐ Name Plates - Minimum 10 (Email Your CSA to Select Gold or Silver)	$4.35 / EACH	_____	_____
☐ Plastic Dust Jackets	$1.55 / EACH	_____	_____
☐ Year-in-Review (16 pg) to every book (sewn-in)	$2.90 / COPY	_____	_____
☐ Year-in-Review (16 pg) to be sold separately (Email your CSA to change quantity)	$3.08 / EACH	_____	_____
☐ Year-in-Review (4 pg) to every book (sewn-in)	$0.90 / COPY	_____	_____
☐ Year-in-Review (4 pg) to be sold separately (Email your CSA to change quantity)	$1.08 / EACH	_____	_____
☐ Activity Pages (4 pg) to every book (sewn-in)	$0.90 / COPY	_____	_____
☐ Activity Pages (4 pg) to be sold separately (Email your CSA to change quantity)	$1.08 / EACH	_____	_____
☐ Blank Autograph Supplement to every book (sewn-in)	$0.68 / COPY	_____	_____
☐ Blank Autograph Supplement to be sold separately (Email your CSA to change quantity)	$0.68 / EACH	_____	_____

Total (before tax): $11,136.00
Per Copy Total: $27.84

Terms and Conditions

- Please refer to the Submit/Ship Dates schedule provided separately. Ship dates are based on submission
- Allow 2-7 days for shipping. Standard ground shipping is included. Expedited shipping is available at additional cost.
- Contact your Customer Service Adviser if you wish to purchase a shorter cycle. Kit materials will be shipped to the school address indicated.

All specifications and prices are subject to the approval of both the school and Company on an annual basis.

We understand the submission of the Order Form is an obligation to print our yearbook as indicated.

We may change the number of copies and pages prior to, or upon submission of materials for printing; however, changes will result in a change in price. Upon receipt of our materials, we will receive an invoice for the full amount of this Order Form plus any increases or decreases due to changes in specifications. The full amount of the invoice is due upon receipt and must be received at Company prior to the shipment of our completed yearbooks. Standard ground shipping of the books is included in the cost. Tax is additional.

We understand that copyrighted materials may not be used in the creation of our yearbook without the express written consent of the copyright owner. Company has created proprietary artwork, borders and backgrounds that may be used in the creation of our yearbook. We agree to hold Company, subsidiaries and affiliates harmless for all editorial content associated with the printing of our yearbook.

I, the undersigned authorized agent of the school or organization indicated above, agree in full to the “Terms and Conditions” of this order. This agreement shall be effective when signed below or in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

Authorized Signature: _____ **Date:** _____
Print Name: _____ **Title or position:** _____
E-Mail Address: _____ **Rep/Signature:** _____

Master Professional Practice Services Agreement

This Master Agreement (the "Agreement") is entered into as of this 1st day of_July, 2025 (the "Effective Date"), by and between The Johns Hopkins University ("JHU") on behalf of its Center for Talented Youth, having its place of business at 5801 Smith Avenue, #400 McAuley Hall, Baltimore, MD 21209 and Mountain View Whisman School District at 1400 Montecito Avenue, Mountain View, CA 94043 ("Sponsor").

1. **Description of Work**

JHU shall use reasonable efforts to render services in accordance with individual Task Order Scopes of Work, as may, from time to time, be attached hereto ("Task Order Work").

2. **Independent Contractors**

The relationship of Sponsor to JHU and its Project Director shall be that of an Independent Contractor and none of the parties shall hold itself out to third parties as purporting to act as, or on behalf of, the other party hereto.

3. **Project Director**

3.1 The JHU Project Director for each Task Order will be named in the corresponding Task Order.

3.2 Each Task Order will be conducted under the direction of the Project Director identified therein. The Project Director shall be responsible for oversight of the performance of the Task Order Work.

3.3 In the event a Project Director becomes unwilling or unable to perform the duties required for the Task Order Work conducted under this Agreement, JHU and Sponsor shall attempt to agree on a mutually agreeable replacement. In the event a mutually acceptable replacement is not available, the Task Order may be terminated by either party hereto in accordance with the termination section of this Agreement.

4. **Duration**

4.1 This Agreement shall remain in full force and effect from the date this Agreement is executed by both JHU and Sponsor through July 30, 2026 unless terminated earlier according to provisions of this Agreement. Each Task Order shall have a project-specific period of

performance, as indicated in the Task Order.

4.2 The delivery dates for specific tasks shall be as indicated in each Task Order Work.

5. **Termination**

5.1 Either party shall have the right to terminate or cancel a Task Order contemplated by this Agreement after giving sixty (60) days prior written notice of the intent to terminate. In the event of such termination, Sponsor agrees to pay the charges stated herein and not previously paid for services performed through the date of termination.

5.2 In the case of non-performance by either party, the other party shall have the right to terminate this Agreement upon thirty (30) days advance written notice to the non-performing party detailing non-performance, provided that if that party corrects the non-performance within the thirty (30) days, the Agreement shall not be terminated.

5.3 In the event Sponsor fails to make timely payment of fees after notice, JHU may cease performance of services until such time that the fees have been paid or terminate this Agreement at its sole option.

5.4 Termination under this Article 5 shall not waive any other remedies or obligations as set forth in this Agreement.

6. **Fees and Expenses**

6.1 The Sponsor shall pay JHU for its services rendered as specified in the Task Order Payment Terms ("Task Order Payment").

6.2 All payments shall be made in accordance with the applicable Task Order Payment within thirty (30) days of Sponsor's receipt of an invoice from JHU. Each Task Order shall be invoiced separately.

6.4 All invoices sent to Sponsor shall be sent to:

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

6.5 All payments shall be made payable to Johns Hopkins University and sent to:

CTY/JHU
P.O. Box 64710
Baltimore, MD 21264

ACH or Domestic Wire Electronic payment preferred:

M&T Bank
One M&T Plaza
Buffalo, NY 14203
Transit/Routing/ABA number: 022000046
Account Name: JHU-CTY
Account number: 970313171
Swift Code: MANTUS33INT
Chips ABA #: 0555

If paying by credit card, please call the CTY Student Accounts Department at (410) 735-6076 to provide payment information.

Please note the invoice number on all payments.

Checks must also include the following:

Task Order Number and JHU Project Director

7. Conflicting Work

It is understood that, in general, JHU is making its services available to others simultaneously and that JHU is free to accept or reject any further assignment that School may offer JHU.

8. Intellectual Property

8.1 School understands and acknowledges that JHU, through its employees, has knowledge, experience and expertise in performing work and analysis of the type to be provided under this Agreement, which has been acquired over a substantial number of years prior to entering into this Agreement ("Background Intellectual Property"). JHU shall retain all rights to such Background Intellectual Property. Nothing in this Agreement shall confer any right to School to acquire by assignment or license, ownership or exclusive use of JHU Background Intellectual Property.

8.2 Copyright in Deliverables, as indicated in Task Orders, created or fixed in a tangible medium of expression during the performance of the Scope of Work shall vest in JHU.

8.3 JHU hereby grants to School an irrevocable, royalty-free, nonexclusive license to use, any such copyright which are specified in the Task Order Scope of Work for non-commercial educational purposes.

8.4 If alternate intellectual property terms are appropriate for a particular Task Order Work, such terms shall be included in the Task Order and shall take precedence over this Article 8 for that Task Order Work only.

9. School Requirements

School represents and warrants that School meets the JHU eligibility requirements related to the Task Order Work, as linked and provided here: http://cty.jhu.edu/ctyonline/apply/eligibility.html, and as may be further specified in the Task Order Work.

10. Confidentiality and Data Dissemination

10.1

A. CONFIDENTIALITY

Prior to dissemination or review of records, if any, both Parties, and their respective employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with applicable law, including federal and state laws. Specifically, the party receiving educational record information from the other party (whether School or JHU), for legitimate educational purposes, acknowledges its responsibility to ensure compliance with any applicable confidentiality provisions of the Family Educational Records Privacy Act (34 CFR §99); The Health Insurance Portability and Accountability Act of 1996 (HIPAA) 45 CFR Part 160 and Part 164, Subparts A and E, and Code of Maryland Regulations §13A.08, with respect to any school records provided.

Any confidential or educational record information provided by the Parties, including all copies thereof, must be used only as permitted by this Agreement and only for the purposes herein described. Such information shall not be disseminated or disclosed to any third party, not a party to this Agreement, without the express written consent of the other party contracting Party, and, in many cases, not without the express written consent of the pertinent parent/student and, in every case, only in accordance with applicable privacy laws. Each Party hereto may retain one copy of de-identified information for research purposes. JHU may retain identifiable data in accordance with applicable laws regarding data protection, in order to fulfill

the requirements of this Agreement and for institutional research purposes.

Protection of Data:

Both Parties and their affiliates or subcontractors, at their own expense, have a duty to and shall protect from disclosure any and all student and educational data which they come to possess or control related to this Agreement (hereinafter, "Data"), wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

Both Parties and their affiliates or subcontractors represent they have a comprehensive data-security program in place whether the Data is stored electronically and/or in hard copy. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Data, and information of a similar character, as set forth in all applicable federal and state law and written policies of the Parties. Such data-security program shall include, but not be limited to, the following:

1) A process for reviewing policies and security measures at least annually;
2) A security policy for employees related to the storage, access and transportation of Data;
3) Reasonable restrictions on access to Data, including access to any locked storage where such records are kept;
4) Creating secure access controls to Data, including but not limited to passwords; and
5) Encrypting of Data that is stored on laptops, portable devices or being transmitted electronically.

Each party shall notify the other party, as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Data which the other party possesses or controls has been subject to a potential breach.

Both Parties shall incorporate the requirements of this Section in all subcontracts, if any, requiring each of its affiliates to safeguard Data in the same manner as provided for in this Section.

Nothing in this Section shall supersede in any manner either Party's obligations pursuant to HIPAA, or FERPA.

B. DATA DISSEMINATION

For purposes of publicity, advertising, or news release in any form of medium, the Parties shall confer with one another regarding the time, manner and content of appropriate Data dissemination, results of studies or reports, or other materials, and shall mutually agree

upon such dissemination.

10.2 The terms of this Agreement supersede any previous nondisclosure agreements or any other preliminary representations or understandings that have been entered into by the parties to this Agreement with regard to any Task Order Work.

10.3 JHU and School shall own data that they each respectively generate by performing this Agreement.

10.4 If applicable, JHU will comply with the "Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. 164 Subpart E)." This regulation under the Health Insurance Portability and Accountability Act (HIPAA) of 1996 governs the protection of individually identifiable health information.

11. **Use of Other Party's Name**

Neither party shall use directly or by implication the names of the other party, nor any of the other party's affiliates or contractors, nor any abbreviations thereof, or of any staff member, faculty member, student, or employee of the other party in connection with any products, publicity, promotion, financing, advertising, or other public disclosure without the prior written permission of a qualified official of the other party.

12. **Indemnification and Insurance**

12.1 School shall indemnify, defend and hold harmless The Johns Hopkins University, The Johns Hopkins Health System, as well as the trustees, officers, agents, employees, students, and others holding academic appointments within those institutions ("Institutions"), from any liability, loss or damage they may suffer as a result of claims or judgments that arise from the Institutions' participation in and/or performance of the Agreement. School shall employ attorneys of its own selection and will be responsible for all expenses that result from employing a vigorous, diligent defense of Institutions, regardless of whether any claims are rightfully or wrongfully brought or filed. Institutions shall fully cooperate with School in defending the claims and will make no compromise or settlement without the prior written approval of School.

12.2 School represents and warrants that it has and shall maintain for the term of the contract general liability insurance in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate.

13. **No Warranties**

JHU MAKES NO WARRANTIES REGARDING ANY TASK ORDER WORK, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. SPONSOR MAKES NO RELIANCE ON ANY REPRESENTATION OF JHU, EXPRESS OR IMPLIED, WITH REGARD TO ANY TASK ORDER WORK AND ACCEPTS IT "AS-IS/WHERE-IS". JHU PROVIDES ALL TASK ORDER WORK TO SPONSOR ON THE CONDITION THAT JHU WILL HAVE NO LIABILITY OF ANY KIND AS A RESULT OF PERFORMANCE OF THE TASK ORDER WORK. SPONSOR AGREES THAT JHU SHALL HAVE NO LIABILITY FOR DAMAGES OF ANY KIND, WHETHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING INJURIES TO PERSONS OR PROPERTY, TO SPONSOR, ITS EMPLOYEES OR AGENTS, AS A RESULT OF THE PERFORMANCE. SPONSOR ALSO AGREES TO HOLD JHU HARMLESS FROM ANY CLAIMS SPONSOR, OR ANY THIRD PARTY, MAY HAVE AS A RESULT OF SPONSOR'S USE OF ANY TASK ORDER WORK.

14. **Notices**

With the exception of funds paid by Sponsor pursuant to Section 6 hereof, all notices required or permitted to be given under this Agreement shall be in writing and shall be sent as follows:

If to **School:**

Mountain View Whisman School District
ATTN: Cyndee Nguyen
1400 Montecito Ave
Mountain View, CA 94043
cnguyen@mvwsd.org

If to **JHU:**

original to:
John Evermann, JD
Johns Hopkins University Research Administration
1101 E 33rd Street, B001
Baltimore, Maryland 21218
jeverma1@jhu.edu

copy to:
Ron Edmund
Director of Recruitment & Enrollment Management

Center for Talented Youth
The Johns Hopkins University
5801 Smith Avenue #400
Baltimore, Maryland 21209
redmund3@jhu.edu

15. **Force Majeure**

Neither party will be responsible or liable to the other party for non-performance or delay in performance of any terms or conditions of this Agreement due to acts or occurrences beyond the control of the nonperforming or delayed party, including, but not limited to, acts of God, acts of government, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, fires, and floods, provided the nonperforming or delayed party provides to the other party written notice of the existence of and the reason for such nonperformance or delay. Should the program need to cancel pursuant to this provision, JHU shall invoice the School and School shall pay the amounts due to JHU based on the actual number of enrollments on a prorated basis.

16. **Waiver**

No waiver of any term or provision of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be, or construed as, a further or continuing waiver of any such term or provision, or of any other term or provision, of this Agreement.

17. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland (excepting any conflict of laws/provisions which would serve to defeat application of Maryland substantive law). Each of the Parties hereto agrees to venue in and submits to the exclusive jurisdiction of the state and/or federal courts located within the State of Maryland for any suit, hearing or other legal proceeding of every nature, kind and description whatsoever in the event of any dispute or controversy arising hereunder or relating hereto, or in the event any ruling, finding or other legal determination is required or desired hereunder. Both parties agree to waive their right to a jury trial.

18. **Local Laws – Intentionally Deleted.**

19. **Headings**

The headings in this Agreement are for the convenience of reference only and are not

substantive parts of this Agreement nor shall they affect its interpretation.

20. **Severability**

If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

21. **Counterparts**

This Agreement and any amendments hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

22. **Entire Agreement**

This Agreement (including all Task Orders and any Appendices attached hereto) sets forth all of the agreements and understandings between the parties hereto with respect to the subject matter hereof, and supersedes and terminates all prior agreements and understandings between the parties with respect to the specific subject matter hereof. There are no agreements or understandings with respect to the subject matter hereof, either oral or written, between the parties other than as set forth herein. Except as expressly set forth in this Agreement, no subsequent amendment, modification or addition to this Agreement will be binding upon the parties hereto unless reduced to writing and signed by the respective authorized officers of School and JHU.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Johns Hopkins University	School
By: Jake Fishman	By: _____
Name: Jake Fishman, MLPP, JD	Name: Cathy Baur
Title: Sr. Contracts Associate	Title: Associate Superintendent
Date: _____	Date: _____

TASK ORDER # 1
Task Order Effective Date: July 18, 2022

This Task Order is incorporated into the Master Agreement between the parties effective the 18th day of July, 2022 ("the Agreement") and is subject to all the terms and conditions of the Agreement.

The parties sign and enter into this Task Order as of the Effective Date above.

I. Project Director

The Project Director for this Task Order is Luke Kasim. Principal contact for the School/District will be Christy Baldwin.

II. Period of Performance

The period of performance for this Task Order is 07/18/2022 to 6/30/2023.

III. Scope of Work

CTY will provide services listed in this task order as agreed upon by School/District.

1. Talent Identification
    a. CTY will meet with the School/District representative to provide guidance on how to:
        i. identify eligible students;
        ii. establish student eligibility;
        iii. determine appropriate course for student(s);
        iv. choose and enroll in a course for a student;

2. Information session for parents and guardians
    a. CTY Recruitment will collaborate with School/District representative to schedule a mutually agreed upon time to meet online or in person and deliver a virtual or in-person presentation to selected parents and guardians of identified students. Note that students should not be present without a parent or guardian.
    b. At the presentation, CTY recruitment will discuss its programs and benefits, testing options, online portal access and fees. Parents/guardians may be asked to provide contact information so they may receive information from CTY. Providing this information is voluntary. Additional information will include reminders about upcoming deadlines, course information, as well as general information relevant

to families of advanced learners.

3. Join CTY Application
   Once CTY Recruitment and School/District have agreed on the list of identified students, each parent/guardian, must follow the given instructions and complete the Join CTY application, if a CTY record does not yet exist.

4. Testing
   CTY will meet with School/District to evaluate the most appropriate testing option(s) based on, technology and resources available to identified families based on current CTY resource availability. These options include:
   a. Prometric Testing
      i. Individual Testing
         1. School/District will facilitate the test registration process with families
      ii. Group Testing/Bulk Registration
         1. School/District will provide its staff to coordinate travel and onsite supervision supporting Prometric Group Testing deliveries of the School and College Ability Test (SCAT) or Spatial Test Battery (STB) exams. Attendance must meet or exceed levels communicated in advance by CTY; extenuating circumstances may be considered
         2. CTY will coordinate testing time(s), date(s) and site(s) directly with Prometric based on School/District availability
         3. Confirmation Emails for testing appointments will be sent to School/District for dissemination to parents
         4. Requests must be received by CTY no less than 10 weeks prior to the first desired testing date. Three date and time options should be included in School/District request.
   b. Online SCAT
      i. Individual Testing
         1. School/District will facilitate the test registration process with families
      ii. In-School Testing
         1. School/District may host an In-School test session or a test session by a CTY-designated third-party administrator at a mutually agreed upon date and appropriate location. Attendance must meet or exceed levels communicated in advance by CTY; extenuating circumstances may be considered
         2. School/District will provide its staff as needed to supervise students

throughout the In-School testing process (if applicable), including handling student check-in and check-out procedures.
School/District staff will be required to participate in CTY proctor training and provided with a manual to review prior to the testing date.

3. School/District will provide technical staff as needed throughout the In-School testing process. The technical staff will be required to do a test run on the testing devices prior to the testing date.
4. CTY representative or designate will provide registration and testing instructions for each of the Students who have provided completed Test Registrations and CTY Authorization and Consent form. ****If CTY has not received completed registration forms and consents in advance of the test date for a particular student, a test will not be administered.** ** In the case of a testing administered by a third-party, School/District will comply with practices and complete forms in accordance with the administrator's practices.
5. School/District will, if requested by CTY or a third-party administrator, provide a representative who would then serve as a Proctor or otherwise assist with the test administration as needed.

5. Test Results
   a. All families of student testers will receive a score report that explains test results and lists CTY opportunities available to them based on their eligibility. The reports will be mailed to the address listed on the Join CTY application. Scores will also be available to parents/guardians through their MyCTY accounts. An email will be sent to each p aren t/gu ardian when test scores are available in MyCTY.
   b. Score receipt timeline is dependent on which test model is selected.
   c. As per the terms of the consent given by each parent/guardian in their completed Join CTY Application, test scores will be shared with School/District.
   d. School/District may receive scores before this date by submitting to CTY a statement signed by each parent/guardian giving CTY permission to release information to School/District representatives.

6. Program Enrollment Services
   a. School/District will receive the program application documents and instructions from CTY and will share them with each enrolling Student to complete.
   b. School/District will collect and submit the program applications together with all the supporting documents if any to CTY.
   c. Upon receipt of a completed CTY program application, CTY will enroll the

students in their respective course choices.

d. By signing this Agreement and Task Order, School/District agrees to provide payment at time of enrollment request, or to be billed upon enrollment via CTY invoice
e. For all programs, School/District must enroll a minimum of 10 students for the term of this Agreement and Task Order, unless School/District obtains prior written consent of CTY authorized representative. Such consent should be obtained at least 45 days in advance of anticipated enrollment start date.
f. For all programs, a school enrolling more than 25 students will be required to send a list of Student, Grade and Program/Course desired no less than 45 days prior to submission of applications. CTY will review availability and where applicable ability to assign under shared instructors and respond no less than 31 days from desired enrollment start

7. CTY Systems Access
    a. Enrolled students will be provided instructions for access to all relevant account access and learning portals
    b. For Session Based and Individually Paced Online Program format courses, students will interact with CTY's Online instructors via CTY's Learning Management System (including occasionally through student forums), email, TEAMs, Skype and Zoom or similar synchronous multimedia sessions.
    c. For Session Based and Individually Paced Online Program format courses, CTY instructors will include the Student, Parent and authorized School/District Representative on all e-mail communication. The School/District representative will assist CTY in working with the student to ensure successful course completion.

8. Academic Guidance
    a. CTY will provide expectations and explain timelines for completing the course to Students and School/District.
    b. CTY will provide quality feedback on all work completed to Students and School/District.
    c. Upon successfully completing a course, a student will receive a course completion document/final evaluation and certificate of completion.

9. School/District Responsibilities:
    a. Before students are enrolled
        i. Communicate with CTY in order to know how to identify students, establish a student's eligibility, determine placement, choose a course, and complete a CTY application and CTY Authorization and Consent Form.

b. During the student enrollment
   i. School/District will oversee the timely completion of assignments and exams.
   ii. School/District will ensure that the student has a suitable work space, enough time to work in the course each week in order to be successful, and access to a computer that meets the technical requirements for the course.
   iii. Course extensions will not be allowed for program enrollments
   iv. School/District will submit special requests for students such as course change or withdrawal after enrollment.
c. Course conclusion
   i. School/District may request the student's course evaluation and also discuss next course possibilities for the student(s) with the instructor.

VI. Payment Terms

All fees are per student as published on the CTY web site, a link to which is provided in this section. In consideration for JHU's performance under this Task Order, School/District shall pay JHU CTY the following rates for services: https://cty.jhu.edu/talent/fees/.

Johns Hopkins University	**School/District**
By: Jake Fishman	By: _____
Name: Jake Fishman, MLPP, JD	Name: Cathy Baur
Title: Sr. Contracts Associate	Title: Associate Superintendent
Date: 6/29/22	Date: _____

JOHNS HOPKINS
UNIVERSITY

Center for Talented Youth

QUOTE

Date: 4/14/2025 JHU Tax ID 52-0595110

To: Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA 94043

TP#: 708

Item #	Qty	Description	Unit Cost	Total Cost
1	1	Join CTY Fee	$50.00	$50.00
2	2	Honors Algebra II Course Fee	$1,499.00	$2,998.00
3	2	Non-refundable Application Fee	$15.00	$30.00
Total Amount Due				**$3,078.00**

This is a "Quote" for services by JHU/CTY and does not represent an invoice.

Please keep this statement for your records.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Johns Hopkins University, Center for Talented Youth

***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:	5/12, 20 25	Date:	May 15, 2025, 20____
Print Name:	Cyndee Nguyen	Print Name:	Cathy Baur
Print Title:	Director of Curriculum, Instruction and Assessment	Print Title:	Associate Superintendent

For Department: Educational Services John Hopkins University

Checklist not required for school sites

FIRST AMENDMENT
TO THE APRIL 3, 2025 CONTRACT BETWEEN MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND JOSE VALDES MATH FOUNDATION

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

RECITALS

WHEREAS, District and Consultant/Contractor entered into the contract dated April 3, 2025 (the "**Contract**"); and

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

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

AMENDMENT

1. Defined Terms. Except as may be defined herein this Amendment, capitalized terms shall have the meaning prescribed to them in the Contract.

2. Program Location. The location of the program is changed from Stanford University to San Jose State University.

3. Program Dates. The dates of the program are changed to the following:

   June 16, 17, 18, 20

   June 23, 24, 25, 26, 27

   June 30, July 1, 2, 3

   July 7, 8, 9, 10, 11

   July 14, 15, 16, 17

   July 21

4. Miscellaneous. This Amendment may be executed in any number of counterparts all of which when taken together shall constitute one and the same document. Except as expressly modified by this Amendment, all other terms and provisions of the Contract are in full force and effect. This Amendment shall be governed and construed in accordance with the laws of the State of California.

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

ACCEPTED AND AGREED:

Dated: May 16, 2025

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

By: _____

Print Name: Geoff Chang

Print Title: Director of Federal, State, and Strategic Programs

Dated: May 16, 2025

CONSULTANT/CONTRACTOR

By: Bob Turner

Print Name: Bob Turner

Print Title: Director of Educational Programs

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on May 29, 20 25 ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and Kate O'Malley ("**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:

Early Education coaching for Preschool staff. See attached Scope of Work (SOW).

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 $ 100/hr Total not to exceed $ 25,000 or 250 hrs

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

3. Contract Dates "Agreement Time"

Services Start Date: August 1, 2025 Services End Date: May 31, 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:**	Kate O'Malley
1400 Montecito Ave.	**Street**	313 High Street
Mountain View, CA 94043	**City, Sate, Zip**	Santa Cruz, CA 95060
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: KO

(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:** KO

(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: KD

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: KO

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#: on file with MVWSD

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

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 120-6127-0-5830-00-0001-1000-000000-009-0275

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

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	Contractor Name: Kate O'Malley
Dated: April 29, 2025	Dated: April 29, 2025
Signature: Terri W. Kemper	Signature: K O'Malley
Print Name: Terri W. Kemper	Print Name: Kate O'Malley
Print Title: Director, Preschool Programs	Print Title: ECE Coach

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

KO

Kate O'Malley
313 High Street
Santa Cruz, CA
95060
831.419.7861

April 29, 2025

Client: MVWSD Preschool Program
ECE Coach Assigned: Kate O'Malley, MA
Project Timeline: August 1, 2025 -May 31, 2026

Scope of Work

1. Coaching teaching staff on elements of the QRIS Matrix, CLASS, CLASS Environment, TEACHING PYRAMID, ASQs, DRDP 2015, Supporting DAP, Site focus areas and any other learning happening in the program (includes both classroom support, in person or online PD, coaching and meetings with teaching staff outside of regular class hours).
2. Classroom Assessment Scoring System (CLASS) mini trainings and on-going coaching support.
3. CLASS Environment: support educators/teachers creating learning setting to enhance effective interactions., room set-up, on-going.
4. Curriculum Support

Focus Sites: Latham, Theuerkauf

Rate:

- $100/hr. for trainings, observing, coaching, research, communications, and prep
- Total budget not to exceed: $25,000. =250 hours
- Months of service, August 2025-May 2026

Kate O'Malley
Early Childhood Education Coach

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
ANB INSURANCE SERVICES/PHS 57152128 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
KATE O'MALLEY 313 HIGH ST SANTA CRUZ CA 95060-2611	INSURER A : Sentinel Insurance Company Ltd.	11000
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	X		57 SBM ID4847	08/10/2024	08/10/2025	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Mountain View Whisman School District
750-A SAN PIERRE WAY
MOUNTAIN VIEW CA 94043

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Kate O'Malley

***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:	CBR
Date:	May 1, 2025	Date:	5/5/, 2025
Print Name:	Terri W. Kemper	Print Name:	Cathy Baur
Print Title:	Director, Preschool Programs	Print Title:	Associate Superintendent

For Department: Educational Services - Preschool

Checklist not required for school sites

Kate O'Malley Preschool PD $25,000

TK

04/13/2023

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on May 29, 20 25 ("Agreement"), by and between and **Mountain View Whisman School District** ("District") and Kate O' Malley ("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:

Early Education coaching for TK staff. See attached Scope of Work (SOW).

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 $ 100/hr Total not to exceed $ 6,600 or 66 hrs

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

3. Contract Dates "Agreement Time"

Services Start Date: August 1, 2025 Services End Date: May 31, 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:	Kate O'Malley
1400 Montecito Ave.	Street	313 High Street
Mountain View, CA 94043	City, Sate, Zip	Santa Cruz CA 95060
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: KO

(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:** KO

(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: KO

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: KO

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#: on file with MVWSD

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 204

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: Kate OMalley
Dated: April 29, 2025	Dated: April 29, 2025
Signature: TW Kemper	Signature: KOMalley
Print Name: Terri W. Kemper	Print Name: Kate OMalley
Print Title: Director, Preschool Programs	Print Title: ECE Coach

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

Board of Trustees Action (District Office Use Only)

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

KO

Kate O'Malley
313 High Street
Santa Cruz, CA
95060
831.419.7861

Scope of Work

April 29, 2025

Client: MVWSD-TK Classrooms (multi-site)

Assigned: Kate O'Malley, MA -ECE Coach
Project Timeline: August 1, 2025-May 31, 2026

Scope of Work

1. Coaching/observing TK teaching staff on elements of the TEACHING PYRAMID Teaching (Pyramid Trainings, Module 1 & Module 2)
2. Room environment supports
3. Social-Emotional Development/Learning Supports
4. Toileting PD and support

Rate:

- $100/hr. for observing, coaching, communications, and prep
- Hours=66
- Months of service, August 2025-May 2026
- Total budget not to exceed: $6,600.

Kate O'Malley
Early Childhood Education Coach

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
ANB INSURANCE SERVICES/PHS 57152128 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED KATE O'MALLEY 313 HIGH ST SANTA CRUZ CA 95060-2611	INSURER A : Sentinel Insurance Company Ltd.	11000
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	X		57 SBM ID4847	08/10/2024	08/10/2025	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Mountain View Whisman School District
750-A SAN PIERRE WAY
MOUNTAIN VIEW CA 94043

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Kate O'Malley

***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:	May 1, 2025	Date:	5/5, 2025
Print Name:	Terri W. Kemper	Print Name:	Cathy Baur
Print Title:	Director, Preschool Programs	Print Title:	Associate Superintendent

For Department: Educational Services

Checklist not required for school sites

Kate O'Malley - TK PD $6,600

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on May 29, 20 25 ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and Killroy Pest Control, 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 $ _____ Total not to exceed $ _____

☒ **Option 3** – Other, please explain: Ranging $45 - $350 per service, please see attached.

3. Contract Dates "Agreement Time"

Services Start Date: July 1st, 2025 Services End Date: June 30th, 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:**	Killroy Pest Control, Inc
1400 Montecito Ave.	**Street**	1175 Dell Ave
Mountain View, CA 94043	**City, Sate, Zip**	Campbell, CA 95008
Attn: Chief Business Officer	**Attn:**	Kendra Schmidt

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: K S

(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:** K S

(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: K S

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: ks

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#: 94-1531643

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 010-8150-0-5830-00-0000-8110-000000-009-0550

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:** Killroy Pest Control
Dated: April 29th, 2025	Dated: April 30th, 2025
Signature:	Signature: Kendra Schmidt
Print Name: Dalewyn Spinks	Print Name: Kendra Schmidt
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

ExhibitA

Killroy Pest Control, Inc.

Mountain View School District
3320 Gilman Rd.
El Monte, CA, 91732

April 1, 2025

Attn: Dalewyn Spinks
RE: Professional pest control services

Thank you for providing Killroy Pest Control, Inc., with the opportunity of providing pest service for Mountain View School District. As you may be aware, Killroy Pest Control has been providing custom tailored pest management programs at competitive fees for the Bay area since 1956. Killroy Pest Control has a great deal of experience solving pest problems in schools.

We take extra precautions and follow the Healthy School Act. Our technicians are licensed pest control technicians who are healthy schools act (HAS) certified. Our maintenance service for school buildings involves an overall Integrated Pest Management program custom-tailored to each property's specific needs.

Below are Killroy's IPM recommendations:

Killroy recommends monthly IPM kitchen monitoring using trapper insect bait stations. Pest monitoring is considered the first step in integrated pest management (IPM), this will allow Killroy to make informed decisions for pest prevention and control in food areas. If schools are on kitchen monitoring a licensed technician will check stations once a month and provide any recommendation to the district office for treatments if activity is indicated.

Killroy recommends monthly rodent bait box services to schools that have rodent issues: Initial placement of Killroy bait stations is $45 per station this covers the first month of bait (this is a discounted rate from our normal $55 per bait stations placement fee). Killroy will install tamper resistant, properly labeled rodent stations at each contracted location depending on rodent activity. The monthly cost to service the bait stations will be determined based on the number of bait stations on the school site.

ExhibitA

Killroy will provide one-time treatments at the request of the school district. Below is a price sheet for one-time treatments. Depending on services, Killroy staff will notify the school if pre or post notification is required based on treatment and material selection.

<u>One time treatment pricing:</u>

Oriental Roaches	$275.00 per classroom
Foaming of drains for Oriental Roaches	Inspection at time of request
Ants: Baiting or spraying	$275.00 per classroom
IPM Kitchen monitoring (If all schools in the district are on IPM kitchen monitor the cost will be discounted to $200 per school)	$250 per kitchen
Wasp/ Yellow Jackets	$270.00 per visit
Flea treatments	Inspection need/ Proposal after inspection
German Roach	Inspection need/ Proposal after inspection
Bed Bugs	Inspection need/ Proposal after inspection
Rodent Trapping inside building	$150 rodent inspection/ $775 rodent trapping (includes 3 follow up visits trap checks)
Additional bait stations	$45 per new installed bait station
Mole service:	$275 baiting
Gopher Services	$350 setting traps (2 follow up visits for schools not on service) (Monthly baiting service programs can be discussed)
Gopher X for burrows	$275 hour

Per Killroy protocol the technician will check in and out with administrative office or instructed maintenance staff during visits. A service tag will at the school location. All invoices will be emailed to the provided email address for timely invoicing.

Killroy Pest Control provides general pest service and specialized treatments to include pre and post emergent for weeds, tree spraying, and termites. These services will be quoted at the time of request.

Request for services or adding additional schools onto monthly service can be made by emailing customerservice@killroy.com.

We look forward to working with you and providing the highest level of service.

Sincerely,
Kendra Schmidt
Vice President
Killroy Pest Control, Inc
408-378-0441 ext. 300
FR56092

School References:

Livermore School District:
Glenn Sherman 925 606 3319
Director Of Maintenance, Operations, and Facilities

Castro Valley School District
Natalie Hung 510 537-3000 ext. 6900
Maintenance, Operations, & transportation (MOT)

San Jose Unified School District
Rodger Garica 408 644-5238
Maintenance & Operations

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Killroy Pest Control, 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. Reached out to multiple vendors to request rates.
- ☐ **$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:	Digitally signed by Dr. Rebecca Westover Date: 2025.05.16 08:41:39 -07'00'
Date:	April 29th, 20 25	Date:	May 16, 20 25
Print Name:	Dalewyn Spinks	Print Name:	Dr. 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

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

Vendor Name: Lakeshore Learning Materials 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:
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- ☐ 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}**

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

- ☐ **Up to $75,000**, completed the following items:
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  - ☐ 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:	May 2, 2025	Date:	May 15, 2025, 20____
Print Name:	Terri W. Kemper	Print Name:	Cathy Baur
Print Title:	Director, Preschool Programs	Print Title:	Associate Superintendent

For Department: Educational Services - State Preschool Lakeshore PD

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 Lakeshore Learning Materials, 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:

Lakeshore will provide one part-day training for PreK and TK staff on developmentally appropriate "Intentional Outdoor Play."

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: $3,500 per part-day training & $250 per training for optional materials, not to exceed a total of $3,750

3. Contract Dates "Agreement Time"

Services Start Date: August 2025 Services End Date: June 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:**	Lakeshore Learning Materials, LLC
1400 Montecito Ave.	**Street**	2695 E. Dominguez St.
Mountain View, CA 94043	**City, Sate, Zip**	Carson, CA 90895
Attn: Chief Business Officer	**Attn:**	Jenna Sekerak, Email: psg@lakeshorelearning.com

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: EJS

(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:** EJS

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

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

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

District Representative initials here: TWK

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

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

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

Contractor's Initials Here: _____

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

4. **Standard of Care**.

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

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

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

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

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

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

7. **Termination**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

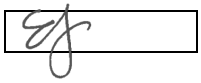
28. **Conflict of Interest.** Contractor shall abide by and be

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

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

11. Infectious Disease Requirements

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

Contractor's Initials Here: 

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

12. Type of Entity check one of the following:

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

Employer Identification and/or SSN#: Lakeshore Learning Materials, LLC / FEIN: #87-2802658

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: 67% 120-6105-0-5830-00-0001-1000-000000-009-0275 and
33% 010-0000-0-5830-00-1110-1000-000000-009-0204

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:** Lakeshore Learning Materials, LLC
Dated: April 29th, 2025	Dated: May 2nd, 2025
Signature: T.W. Kemper	Signature: EJames
Print Name: Terri W. Kemper	Print Name: Elisa James
Print Title: Director, Preschool Programs	Print Title: Bid Analyst

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

Board of Trustees Action (District Office Use Only)

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

QUOTE 20040684
Lakeshore Learning Materials
2695 E. Dominguez St Carson, CA 90895
(310)537-8600 (800)421-5354
www.lakeshorelearning.com
To contact your local representative,
Debbie Belloni,
please call (800) 421-5354

Bill to:

331350
MOUNTAIN VIEW-WHISMAN SD
1400 Montecito Ave
Mountain View CA 94043-4590
OMNIA 23-03 / 24-10

Ship to:

331350
MOUNTAIN VIEW-WHISMAN SD
1400 Montecito Ave
Mountain View CA 94043-4590

Comments:

Training Date: 10/9/25

To reserve the above date,
complete and return the signed
PD booking Form by: 8/8/25

Please reference quote number
20040684 on your Purchase Order
PD Partner - Alejandra Hernandez

Valid From: 04/29/2025 Valid To: 07/28/2025 Sls: 2101177 Your reference number: PD QUOTE-NEED PO

Line	Item	Qty	Description	Price	Extended
10	PD1000	1	PROF DEVELOPMENT-HALF DAY	$3,500.00	$3,500.00

Subtotal:	**$3,500.00**
Tax:	**$0.00**
Freight Amount:	**$0.00**
Total:	**$3,500.00**

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Lakeshore Learning Materials, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

2695 E. Dominguez Street

6 City, state, and ZIP code

Carson, CA 90895

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

8	7		2	8	0	2	6	5	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** EJams **Date** 05/02/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
Marsh & McLennan Ins. Agency LLC
1 Polaris Way #300
Aliso Viejo CA 92656

License#: 0H18131 LAKESEQUIP

CONTACT NAME: Bradley Warren
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: occerts@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Sentry Casualty Company	28460
INSURER C : The Continental Insurance Company	35289
INSURER D : XL Specialty Insurance Company	37885
INSURER E :	
INSURER F :	

INSURED
Lakeshore Learning Materials, LLC
2695 E. Dominguez Street
Carson CA 90895

COVERAGES **CERTIFICATE NUMBER:** 738475386 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			72ECSOF0A3E	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			72UENCG6716	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C D	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			7034190458 US00101090I24A	7/1/2024 7/1/2024	7/1/2025 7/1/2025	EACH OCCURRENCE AGGREGATE 	$ 15,000,000 $ 15,000,000 $
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		9016910001 9016910002	7/1/2024 7/1/2024	7/1/2025 7/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Hired Auto Physical Damage:
Limit - $50,000
Comprehensive Ded - $500
Collision Ded - $1,000

Workers Compensation:
Retro - $500,000

RE: Evidence of Coverage.

CERTIFICATE HOLDER

Lakeshore Learning Materials, LLC
2695 E. Dominguez Street
Carson CA 90895-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Memorandum of Understanding
Living Classroom and Mountain View Whisman School District
Academic Year 2025- 2026

This Memorandum of Understanding (MOU) is entered into between Living Classroom (LC) and the Mountain View Whisman School District (MVWSD) as of July 1, 2025. Living Classroom will provide NGSS-aligned, environmental literacy instruction to students in transitional kindergarten (TK) through 7th grades at all MVWSD elementary and middle schools.

Living Classroom will follow direction from the District regarding safety and health guidelines and access to students and staff.

This MOU is making assumptions about pending funding from the El Camino Healthcare District providing a $60,000 grant to Living Classroom for the MVWSD program. Adjustment in program delivery description will be based on the final funds available. As grant funding cannot be assured, the amount of funding secured will impact the scope of services that Living Classroom will provide for the school year.

This MOU documents our mutual understandings and agreements for the 2025-26 school year as follows:

Instruction
Living Classroom staff will provide all services necessary for the successful execution of approximately **655-675** total lessons provided to children in transitional kindergarten (TK) through 7th grade in the Mountain View Whisman School District. This will also include a few SAI classes. Living Classroom staff will supervise student planting and harvesting for the *Farm to Lunch* Program (assuming Food Services has adequate staffing for FTL) at designated schools if allowed by individual school sites. Living Classroom will communicate with the Beyond the Bell and YMCA after-school program staff to arrange for student involvement in planting and harvesting for the Farm to Lunch program.

Included in Living Classroom support are the following:

- Living Classroom staff will conduct website access and training to teachers for the purpose of scheduling lessons;
- Living Classroom staff will communicate directly with teachers regarding scheduling, evaluation, and program implementations;
- Living Classroom staff will provide teachers with lesson and activity materials needed for successful execution of all lessons.

Garden Support and Maintenance
Living Classroom will maintain school gardens that are used for Living Classroom activities year-round, including both the classroom lessons and the *Farm to Lunch* gardens.

MVWSD maintenance staff are expected to assist with maintenance and repair of irrigation systems in a timely manner, when requested by Living Classroom staff, and approved by the MVWSD Chief Business Officer, MVWSD maintenance staff will assist Living Classroom as quickly as possible while also balancing the needs of school sites. This is important not only for water conservation efforts, but also for the health of the gardens and

their use by students.

1
MVWSD facilities and maintenance staff will make every effort possible to notify Living Classroom as soon as possible when an irrigation/water source will be turned off. The District is responsible for prompt action to restore water and providing an alternative source of water when water is turned off.

Living Classroom staff will provide design plans and recommendations for MVWSD staff review for completion of any significant changes and/or improvements to Living Classroom gardens. The recommendations will include, but not be limited to, necessary steps and requirements for the successful completion of the project. Written approval by the MVWSD Chief Business Officer is required for any to work to begin on any proposed changes.

MVWSD staff will also provide reasonable support (such as dumpsters or yard waste bins for plant trimmings) for large service projects and other mutually agreed upon tasks for the improvement and success of the Program and/or school sites. Larger than usual projects will be discussed and mutually approved ahead of time to ensure availability of and placement of bins.

Living Classroom, to the best of their ability, will place all garden trimmings and other yard waste in bins provided by the District on school campuses where bins are available and proximate to the gardens.

Cost and Payment for Living Classroom Program
MVWSD will contribute **$80,000** towards the Living Classroom Program in 2025-26. Additionally, the Mountain View Educational Foundation will make a contribution of **$60,000** to the District to support the Living Classroom Program, for a total amount of **$140,000**.

The $140,000.00 program fees for the school year plus summer garden maintenance will be invoiced monthly over the fiscal year. Living Classroom will invoice MVWSD monthly for 12 months beginning July 1st, 2025 through June 1st, 2026 in the amount of **$11,667** monthly. Living Classroom will provide a **mid-year** and **end of year** report to each site administrator, the Chief Academic Officer and the Executive Director of MVEF.

Materials
Living Classroom will provide all the supplies needed for lessons and gardening activities that occur at each school site.

Volunteer Parent Participation
Living Classroom will comply with all volunteer guidelines dictated by site and District administration. MVWSD teachers are asked to recruit at least one volunteer (ideally more than one) per lesson scheduled. Living Classroom will work directly with parent volunteers and volunteer docents to prepare them to assist in program delivery.

Office, Meeting and Storage Space
MVWSD will make a good faith effort to provide office space for up to four staff members with weekly trash removal and vacuuming of the office space. MVWSD will provide *accessible and secure* indoor space for storing lesson kits as well as secure already

existing outdoor sheds if needed. If adequate space exists, storage can be within the Living Classroom office space.

MVWSD will make a good faith effort to provide meeting room space for meetings (staff and docent training, etc.) during the school year. Living Classroom staff also must be provided reasonable access to adult bathrooms as well as gate key access at all sites in the district that Living Classroom serves.

Utilities and Amenities
MVWSD will provide access to a photocopier, including occasional use of a color photocopier for a very limited number of copies, a phone line, and internet access for staff. MVWSD will provide access to a hot water sink, a nearby hose bib, and a window for providing light for seedlings in or near the office space.

Communication and Publicity
MVWSD administration will introduce Living Classroom to new school staff (via email) and encourage their participation in Living Classroom lessons.

When requested, Living Classroom will participate in an informational meeting to orient teachers to the program, lessons and lesson registration process.

With approval, MVWSD will publish articles in school newsletters to promote volunteer and parent recruitment efforts. Upon invitation, Living Classroom will prepare informational materials and presentations to school PTAs and for back-to-school events.

Garden Spaces
Each participating school will provide sufficient land for edible and native gardens and notify Living Classroom staff as soon as reasonably possible if there is to be any disruption, relocation or changes to the garden spaces.

Living Classroom Personnel / Docent Volunteers
All Living Classroom staff and Living Classroom trained docents complete livescan, criminal background checks, and TB testing. Parent volunteers in MVWSD will follow MVWSD guidelines for volunteering at the schools, with any testing or expenses covered by the district.

Living Classroom will support District efforts to keep students and staff safe from COVID/other communicable infections and will comply with any guidelines requested.

Insurance
Living Classroom shall secure and maintain in full force and effect during the full term of this Agreement, comprehensive general liability insurance in the amount of $1million ($1,000,000) per occurrence. When requested, Living Classroom shall provide MVWSD a certificate of insurance naming MVWSD as additional insured.

Indemnification
Living Classroom shall defend, hold harmless and indemnify MVWSD, their officers, agents

and employees, individually and collectively, from all claims, actions, demands, suits, judgments, and expenses, including attorney's fees, arising from personal injuries, property damage or otherwise, regardless of cause, and that may arise in anyway, or be alleged to be caused by negligence or willful acts of Living Classroom arising out of, or in connection with, Living Classroom's use or occupancy of MVWSD property and Living Classroom programs.

Workers Compensation Insurance
During the term of this Agreement, Living Classroom also shall maintain workers compensation insurance. Living Classroom shall provide MVWSD, if requested, a certificate evidencing this insurance. Living Classroom's workers' compensation insurance shall be primary to any insurance maintained by MVWSD. Unless the policy is simultaneously replaced with a new policy providing the same coverage, Living Classroom shall immediately forward MVWSD any notice of cancellation or nonrenewal of Living Classroom's workers' compensation coverage, or any other policy changes that materially affect such coverage.

Acknowledged and agreed to:

By: **Living Classroom**

_____
Sierra Van Zandt
Title: Executive Director

Date: ___4/29/2025_____

By: **Mountain View Whisman School District**

_____
Cathy Baur
Title: Chief Academic Officer

Date: _____

Mountain View
Whisman
School District

District Office
T 650.526.3500
1400 Montecito Ave.
Mountain View, CA 94043

JUSTIFICATION REMARKS

Date: April 30, 2025

Requestor:	Cathy Baur, Associate Superintendent Educational Services
Vendor:	Living Classroom
Reason:	Garden-based lessons for 25-26 school year

Remarks: The District is seeking to contract with Living Classroom to provide hands-on garden based lessons in edible and native gardens cultivated at each school. All lessons are aligned with California Next Generation and/or Common Core Standards. The cost to provide these lessons is shared with Mountain View Educational Foundation. Living Classroom is on the District approved vendor list. Living Classroom has requested to use their contract and upon review, we believe the Living Classroom 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: Living Classroom

***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** ** Aproved 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:	4/30, 2025	Date:	13 May, 2025
Print Name:	Cathy Baur	Print Name:	Jeffrey Baier
Print Title:	Associate Superintendent	Print Title:	Superintendent

For Department: Educational Services

Checklist not required for school sites

Living Classroom Contract - $140,000

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on May 29, 20 25 ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and MarcoPolo Learning ("**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:

MarcoPolo for Educators Subscription - supplemental digital materials to support lesson planning, instruction, and implementation of the preschool curriculum.

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 $ 7,500.00

☐ **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: 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:**	MarcoPolo Learning
1400 Montecito Ave.	**Street**	115 Broadway, 5th Floor
Mountain View, CA 94043	**City, Sate, Zip**	New York, New York 10006
Attn: Chief Business Officer	**Attn:**	Emmie Petty

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: JH

(This portion to be filled out by District Representative)

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

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☑ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: 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:** JH

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

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

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

District Representative initials here: 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: JH

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

4. **Standard of Care.**

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

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

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

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

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

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

7. **Termination.**

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

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

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

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

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

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

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

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

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

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

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

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: JR

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#: 461050611

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 120-6105-0-5830-00-0001-1000-000000-0009-0275

Docusign Envelope ID: 59A05D59-F216-4489-AABC-AC19B2207054

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: MarcoPolo Learning, Inc.
Dated: April 29, 2025	Dated: April 29, 2025
Signature: TW. Kemper	Signature: DocuSigned by: Justin Hsu
Print Name: Terri W. Kemper	Print Name: Justin Hsu
Print Title: Director, Preschool Programs	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

MarcoPolo Learning

Mountain View Whisman School District
1400 Montecito Avenue
MOUNTAIN VIEW, CA 94043-3133
United States

Terri Kemper
Director, Preschool Programs
tkemper@mvwsd.org
650.526.3533

Quote created: April 29, 2025
Quote expires: July 28, 2025
Quote created by: Emmie Petty
Senior Manager- Strategic Partnerships
epetty@marcopololearning.com
214.354.7301

Products & Services

Item & Description	Quantity	Unit Price	Total
MarcoPolo for Educators Subscription - Includes up to 3 educators per classroom - Includes up to 25 MarcoPolo for Families accounts for children and families per classroom - Partner Success Manager to support with trainings, onboarding teachers and families, and monitoring usage and impact as needed	10	$750.00 / year	$7,500.00 / year for 1 year
		Total	**$7,500.00**

Purchase terms

These terms are from **July 1, 2025** to **June 30, 2026**.

Questions? Contact me

Emmie Petty
Senior Manager- Strategic Partnerships
epetty@marcopololearning.com
214.354.7301

MarcoPolo Learning
115 Broadway
5th Floor
New York, New York 10006
USA

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: MarcoPolo Learning

***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:	May 1, 2025	Date:	5/5/25
Print Name:	Terri W. Kemper	Print Name:	Cathy Baur
Print Title:	Director, Preschool Programs	Print Title:	Associate Superintendent

For Department: Educational Services - Preschool

Checklist not required for school sites

MarcoPolo subscription $7,500

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Mobile Modular

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

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- ☐ **$50,001 - $114,500**, completed the following items:
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☐ **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**

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

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- ☒ **$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:	May 12, 20 25	Date:	15 May, 20 25
Print Name:	Dr. Rebecca Westover	Print Name:	Jeffrey Baier
Print Title:	Chief Business Officer	Print Title:	Superintendent

For Department:

Checklist not required for school sites

mobile modular
5700 Las Positas Road
Livermore CA 94551

MOUNTAIN VIEW-WHISMAN SD
1400 Montecito Ave
Mountain View, CA 94043
Attn: Accounts Payable

April 21, 2025

Re: Rental Rate Change

Dear Valued Customer:

We hope your modular building solution is serving your needs well. We are writing to let you know about an upcoming change to your account. The monthly rates will be increasing for the contracts listed in the table below. The new rates will take effect beginning with the first billing cycle on or after the effective date shown in the table below and will remain in effect for 12 months thereafter.

Why?

The economy as we know it is continually changing and we have seen significant increases in materials for our buildings and labor costs. We are also continually working to improve upon our products and services to ensure Mobile Modular remains the most reliable, innovative, and forward-thinking partner our customers have come to expect over the past 40 years.

We continue to invest in new equipment, the teams that service our customers on a daily basis, and the development of new products and service offerings.

We are here to assist with any questions, suggestions or concerns you may have. Please do not hesitate to reach out to us at (925)606-9200. We appreciate all inquiries, as well as any feedback you may wish to share with us.

Thank you for your continued business.

Contract Number	Your PO No./Reference	Project Name	Site Address	Building ID	Product Type	Current Monthly Rate	New Monthly Rate	New Monthly Personal Property Expense Per Contract	Rate Change Effective Date
210032171	730068	Landels Elem	115 West Dana Street Mountain View, CA 94041	38709	Classroom, 24x40 DSA (Item1001) (RH)	$678.50	**$766.71**	$0.00	7/1/2025
210032171	730068	Landels Elem	115 West Dana Street Mountain View, CA 94041	38765	Classroom, 24x40 DSA (Item1001) (RH)	$678.50	**$766.71**	$0.00	7/1/2025
210032171	730068	Landels Elem	115 West Dana Street Mountain View, CA 94041	38767	Classroom, 24x40 DSA (Item1001) (RH)	$678.50	**$766.71**	$0.00	7/1/2025

Sincerely,

Carrie Gerard
Regional Sales Manager

RECEIVED
APR 28 2025
ACCOUNTS PAYABLE

California Department of Education
Nutrition Services Division
Form ID PRU-07b

Procurement Resources Unit
January 2022

CONTRACT EXTENSION

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED Pages

Renewal (Extension Number)	Agreement Number (Base year)
2	2023-2024

1. This Extension Agreement is entered into between the School Food Authority and Contract Vendor named below:

   SCHOOL FOOD AUTHORITY'S NAME
   Mountain View Whisman School District

   Contract Company
   New York Pizza

2. Base year contract term: Effective date: **9-1-2023** Expiration date: **8/31/2024 (Informal Bid Pricing)**

   Extension year: Effective date: **9-1-2025** Expiration date: **8/31/2026**

3. The maximum dollar amount of this contract: Informal Contract by Bid Price
   $225,000 (maximum dollar amount)

4. Vendor Services:
   Assorted Pizzas

5.. The parties mutually agree to this extension.

The School Lunch Program is operated in accordance with U.S. Department of Agriculture policy which does not permit discrimination because of race, color, sex, age, handicap or national origin. Any person who believes that he or she has been discriminated against in any U.S.D.A. activity should write to the Secretary of Agriculture, Washington, D.C. 20250

Contracted Vendor	
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* New York Pizza	
BY *(Authorized Signature)* ✍ [signature]	DATE SIGNED *(Do not type)* 5/14/25
PRINTED NAME AND TITLE OF PERSON SIGNING MUSTAFA SHACHNAI	
ADDRESS 325 Hamilton AVE PALO ALTO CA 94301	
SCHOOL FOOD AUTHORITY	
SCHOOL FOOD AUTHORITY NAME Mountain View Whisman School District	
BY *(Authorized Signature)* ✍	DATE SIGNED *(Do not type)*
PRINTED NAME AND TITLE OF PERSON SIGNING Rebecca Westover Chief Business Official	
ADDRESS 1400 Montecito Ave. Mountain View CA 94043	

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

A. The participant or respondent certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

NEW YORK PIZZA INC

Participant or Respondent Company Name | Award Number, Contract Number, or Project Name

MUSTAFA SHAIKHASI

Name(s) and Title(s) of Authorized Representatives

Signature(s) | 5/14/25 Date

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization: New York Pizza INC

Street address: 325 Hamilton Ave

City, State, Zip: Palo Alto CA 94301

CERTIFIED BY: (type or print)

TITLE: President

[signature] 5/14/25

(Signature) (Date)

Approved by OMB 0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For material change only:** Year___quarter___ Date of last report_____
4. Name and Address of Reporting Entity: _____Prime _____Subawardee Tier_____, if Known: **Congressional District, if known:**	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* $	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** [signature] **Print Name:** MUSTAFA SHAKHASI **Title:** President **Telephone No.:** 510-209-8295 **Date:** 5/14/25	

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip coce of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Certificate of Independent Price Determination

Both the SFA and FSMC shall execute this Certificate of Independent Price Determination.

Name of FSMC	New York Pizza	Name of SFA	Mountain View Whisman SD

A. By submission of this offer, the offeror (FSMC) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:

1. The prices in this offer have been arrived at independently—without consultation, communication, or agreement for the purpose of restricting competition—as to any matter relating to such prices with any other offeror or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid proposal opening in the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and

3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the offeror certifies that:

1. He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

2. He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

_____

_____

PRU-21 China Prohibition Certification

Instructions to program operator:
To ensure compliance with the Consolidated Appropriations Act of 2021 that was signed into law on December 27, 2020, all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China. It is the program operator's responsibility to ensure the country of origin for all nondomestic raw or processed poultry products, whether purchased directly by the program operator or on their behalf. The prohibition set forth in the Consolidated Appropriations Act of 2021 (Public Law 116–260) Division A, Section 764, does not allow for any exceptions.

Implementation of this prohibition should be done by including the provision in all procurement solicitations and contracts for the procurement of poultry. To ensure compliance with the prohibition, program operators should obtain a certification of acknowledgement from their supplier, e.g., manufacturer, processor, or distributor, that acknowledges their agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116–260). A sample of the certification language is attached to this communication and is also located below.

Sample Certification Language:

The Consolidated Appropriations Act of 2021 (Public Law 116–260), Division A, Section 764 (signed into law on December 27, 2020), prohibits all Child Nutrition Programs from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China.

We New Yorker Pizza (insert vendor name), certify that Pizza (insert product name) did not use federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China.

We further acknowledge that noncompliance with this federal requirement may result in a finding of disallowable cost(s).

Additional Information:

The program operator and their supplier, e.g., manufacturer, processor, or distributor, should provide signatures by an authorized representative for each entity that acknowledges their agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116–260).

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: New York Pizza

***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.

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

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- ☐ **$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}**

☒ 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.
Done 23-24

☐ **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:	Deborah M. Austin	Signature:	
Date:	May 15, 2025	Date:	May 21, 20 25
Print Name:	Deborah M. Austin	Print Name:	Dr. Rebecca Westover
Print Title:	Director of Child Nutrition	Print Title:	Chief Business Officer

For Department:

Checklist not required for school sites

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Pacific Office Automation

***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. legal reviewed contract

☐ **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:	May 9, 20 25	Date:	13 MAY, 20 25
Print Name:	Dr. Rebecca Westover	Print Name:	Jeffrey Baier
Print Title:	Chief Business Officer	Print Title:	Superintendent

For Department:

Checklist not required for school sites

PACIFIC OFFICE AUTOMATION

The Northwest's own, the nationally recognized copier company

TOTAL IMAGE MANAGEMENT℠ Master Agreement

Master Agreement No. _____R12

"Master Agreement" shall mean this Master Agreement. **"Schedule"** shall mean any Schedule signed by you and us which incorporates the terms of this Master Agreement. **"TIM Agreement"** shall mean this Master Agreement and any Schedule.

TERMS AND CONDITIONS

1. COMMENCEMENT OF SCHEDULE. Commencement of a Schedule and acceptance of the Equipment shall occur upon delivery of the Equipment to you. To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right , title or interest in the Software and you will comply throughout the Term of the TIM Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of the TIM Agreement. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. The Equipment is accepted by you under a Schedule unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, we will replace the defective item of Equipment or cancel the Schedule and you will assume all our rights under any purchase order or agreement entered into by us to buy the Equipment. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing a Schedule you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under a Schedule.

2. SECURITY DEPOSIT. The Security Deposit will be held by us, without interest , and may be commingled (unless otherwise required by law), until all obligations under the TIM Agreement are satisfied, and may be applied at our option against amounts due under the TIM Agreement . The Security Deposit will be returned to you upon termination of a Schedule, provided you are not in default, or applied to the Minimum Monthly Payment ("Minimum Payment") due at the end of the Term, or to the amount we may quote for any purchase or upgrade of the Equipment.

3. IMAGE CHARGES. Each month during the Term of a Schedule, you agree to remit to us the Minimum Payment and all other sums when due and payable at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for the TIM Agreement and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Minimum Payments will include any freight, delivery, installation or other expenses we finance on your behalf at your request. In return for the Minimum Payment, you are entitled to produce the Minimum Number of Images for each applicable Image Type each month. You also agree to pay us the applicable Excess Per Image Charge for each metered image that exceeds the applicable Minimum Number of Images (plus applicable taxes). We may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay us less than the Minimum Payment. You agree that after the first twelve (12) months of the Term (or any extension or renewal) of the TIM Agreement , and at the end of each following twelve (12) month period thereafter, the Minimum Payments and Excess Per Image Charges may be increased by an amount equal to the lesser of: (a) up to 15% of the Minimum Payments and Excess Per Image Charges in effect at the end of the prior twelve (12) month period; or (b) the maximum percentage permitted by applicable law. At our option, you will: (a) provide us by telephone or facsimile the actual meter readings when requested by us; (b) provide us (or our agent) access to the Equipment to obtain meter readings; or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment . We may audit any automatic meter reading device periodically. Minimum Payments are due whether or not you receive an invoice. If you have a dispute with the Supplier regarding the Equipment, you shall continue to pay us all Minimum Payments and Excess Per Image Charges without deduction or withholding any amounts. You authorize us to adjust the Minimum Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.

4. OTHER CHARGES. You agree to: (a) pay all premiums and other costs of insuring the Equipment; (b) reimburse us for all costs and expenses incurred in enforcing the TIM Agreement; and (c) pay all other costs and expenses for which you are obligated under the TIM Agreement. You agree, at our discretion, to either: (1) reimburse us annually for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment; or (2) remit to us each month our estimate of the pro-rated equivalent of such taxes and governmental charges included in the Minimum Payment as specified on a Schedule to this Master Agreement. In the event that the Minimum Payment includes personal property and other similar taxes, as specified on a Schedule to this Master Agreement , you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the Term and that we may make a profit from such estimate. You agree to pay us an administrative fee for the processing of taxes, assessments or fees which may be due and payable under this Master Agreement. We may take on your behalf any action required under the TIM Agreement which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of $25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law). You agree to pay a monthly

Continued on Page 2

BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS MASTER AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF OREGON. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN OREGON.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

BY SIGNING THE MASTER AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGE 2 OF THE MASTER AGREEMENT, AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

OWNER ("We", "Us")

Pacific Office Automation, Inc.

By: X _____

Name: _____

Title: _____

Date: _____

CUSTOMER ("You")

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Full Legal Name

_____
Trade / DBA

By: X _____
Signature of Authorized Signer

Name: _____
Please Print

Title: _____

Date: _____ Fed Tax ID: _____

POA 1702(c) Master r12 (OR) 11/13

ADDITIONAL TERMS AND CONDITIONS OF TIM AGREEMENT

Fuel/Freight Fee, specified on a Schedule to this Master Agreement, which will be remitted by us to the Supplier.

5. **LATE CHARGES**. For any payment which is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or $22 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

6. **MAINTENANCE AND SERVICE; OWNERSHIP AND USE**. The Supplier identified on a Schedule has agreed to provide **FULL SERVICE MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER, DEVELOPER AND PARTS NECESSARY TO PRODUCE IMAGES. YOU MUST PURCHASE COPIER PAPER AND STAPLES SEPARATELY.** You acknowledge that: (a) we are not responsible for any service, repair or maintenance of the Equipment; and (b) we are not a party to any service maintenance agreement. You agree to pay for service maintenance outside of the Supplier's normal business hours for service required by your negligence or misuse of the Equipment at Supplier's customary rates. We reserve a security interest in the Equipment to secure all of your obligations under the TIM Agreement. We own the Equipment and you have the right to use the Equipment under the terms of the TIM Agreement. If the TIM Agreement is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under the TIM Agreement. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on the Schedule without first obtaining our approval. If we grant permission to move the Equipment, the Minimum Payments and Excess Per Image Charges may be increased by us at our sole discretion to cover the additional costs of service, maintenance and supplies. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty and specifications; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records.

If any Equipment is designated "Service Only", you acknowledge and agree that: (1) we do not own such Equipment; (2) we are not providing such Equipment to you pursuant to the terms of the TIM Agreement; (3) Supplier has agreed to provide full service maintenance of such Equipment pursuant to the terms outlined above; and (4) that portion of the Minimum Payment attributable to such Equipment includes only the full service maintenance of such Equipment and not the use or rental of the Equipment.

7. **INDEMNITY**. You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of a Schedule for acts or omissions which occurred during the Term of a Schedule. You also agree that the TIM Agreement has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benef its available to the owner of the Equipment . You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in the TIM Agreement to be correct or caused by your acts or omissions inconsistent with such assumption or the TIM Agreement. In the event of any such loss, we may increase the Minimum Payments and other amounts due to offset any such adverse effect.

8. **LOSS OR DAMAGE**. If any item of Equipment is lost , stolen or damaged you will, at your option and cost , either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Minimum Payments, Excess Per Image Charges and other charges; (ii) the present value of all remaining Minimum Payments and other charges for the item, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment . We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Master Agreement , "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us.

9. **INSURANCE**. You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than $300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment , and must provide deductible amounts acceptable to us. If you do not provide acceptable insurance within 30 days after the start of this Agreement, we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement Term and any renewals as would be further described on a letter from us to you. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled at any time. In the event that we elect to obtain such insurance, you will be required to pay us an additional amount each Billing Period for the cost of such insurance and an administrative fee, the cost of which insurance and administrative fee may be more than the cost to obtain your own insurance. We may make a profit on these programs.

10. **DEFAULT**. You will be in default under the TIM Agreement if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under the TIM Agreement; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; or (c) you default under any other agreement with us.

11. **REMEDIES**. If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Minimum Payments, Excess Per Image Charges and other charges; (ii) the present value of all remaining Minimum Payments, Excess Per Image Charges and other charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 12, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

12. **END OF TERM OPTIONS; RETURN OF EQUIPMENT**. If you are not in default, at least 30 days (but not more than 120 days) prior to the end of the Term (or Renewal Term) you shall give us written notice of your intention at the end of the Term (or the Renewal Term) which election cannot be revoked, to return all, but not less than all, of the Equipment . **IF YOU FAIL TO PROVIDE US WITH SUCH ~~60~~ DAY PRIOR WRITTEN NOTICE, OR HAVING NOTIFIED US, YOU FAIL TO RETURN THE EQUIPMENT, THE TERM OF THE TIM AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE ADDITIONAL TERM OF ~~TWELVE (12)~~ MONTHS** (the "Renewal Term") and all of the provisions of the TIM Agreement shall continue to apply, including, without limitation, your obligations to remit Minimum Payments, Excess Per Image Charges and other charges, until all of the Equipment is returned to us (either because we demand return of the Equipment or you decide to return the Equipment). ~~If you are in default, or at the end of the Term (or the Renewal Term), you shall: (1) return all of the Equipment , freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drive or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with the TIM Agreement or for damages incurred in shipping and handling.~~

13. **ASSIGNMENT**. You may not assign or dispose of any rights or obligations under the TIM Agreement or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign the TIM Agreement or our interest in the Equipment; and (b) release information we have about you and the TIM Agreement to the manufacturer, Supplier or any prospective investor, participant or purchaser of the TIM Agreement. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under the TIM Agreement , but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

14. **MISCELLANEOUS**. Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you have authority to enter into the TIM Agreement and by so doing you will not violate any law or agreement; and (b) the TIM Agreement is signed by your authorized off icer or agent . The TIM Agreement is the entire agreement between us, and cannot be modified except by another document signed by us. The TIM Agreement is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our agent to: (a) obtain credit reports and make credit inquiries; (b) furnish payment history to credit reporting agencies; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise, Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it . If a court finds any provision of the TIM Agreement to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on the TIM Agreement , including your proper legal name, serial numbers and any other information describing the Equipment . If you so request, and we permit the early termination of a Schedule, you agree to pay a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF ANY TIM AGREEMENT AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO EACH TIM AGREEMENT AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TIM AGREEMENT TERM FOR ACCOUNTING PURPOSES.**

15. **ELECTRONIC TRANSMISSION OF DOCUMENTATION**. The TIM Agreement may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to the TIM Agreement; and (ii) any determination as to which version of the TIM Agreement constitutes the single true original item of chattle paper under the UCC. If you sing and transmit the TIM Agreement to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other electronic transmission of the TIM Agreement manually signed by us, when attached to the facsimile or other electronic copy signed by you, shall constitute the original agreement for all purposes. The parties further agree that , for purposes of executing the TIM Agreement , and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as the counterpart thereof containing original signatures; and (d) at our request , you, who executed the TIM Agreement and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of the TIM Agreement containing your original manual signature to us. No party may raise as a defense to the enforcement of the TIM Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to the TIM Agreement.

PACIFIC OFFICE AUTOMATION
— PROBLEM SOLVED —

Ship-Back and Delivery

Mountain View Whisman School District / Pacific Office Automation

Section 12

- **POA agrees to return and cover the return cost of all equipment under contract for Mountain View Whisman School District at the end of the lease.**

REPLACING: Section 12...

(1) return all of the Equipment , freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per shipping company's specifications; and (2) securely remove all data from any and all disk drive or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with the TIM Agreement or for damages incurred in shipping and handling.

Additions:

"POA shall upgrade or downsize after the 36-month mark of the contract, with no additional penalties or fees, upon the District's request."

Customer Authorization

_____
SIGNATURE

_____ _____
TITLE DATE

Approved by Pacific Office Automation

_____
SIGNATURE

_____ _____
TITLE DATE

ADDENDUM
TO
TOTAL IMAGE MANAGEMENT AGREEMENT
500-50733719

This Addendum to Total Image Management Agreement ("Addendum") is attached to and made part of that certain Total Image Management Agreement ("the Agreement") between Pacific Office Automation, Inc. ("Owner") and Mountian View-Whisman School District ("Customer") and dated _____ (the "Agreement"). The words "YOU" and "YOUR" refer to the Customer and the words "WE", "US" and "OUR" refer to the Owner. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Agreement, it is hereby agreed as follows:

1. The Agreement is modified as follows:

   - Section 7 (Indemnity), the following is added before the first sentence, "Unless caused by our gross negligence or willful misconduct..."
   - Section 12 (End of Term Options, Return of Equipment), in the second sentence, "TWELVE (12)" is replaced with "ONE (1)"

2. It is expressly agreed by the parties that this Addendum is supplemental to the Total Image Management Agreement, which is by reference made a part hereof and all the terms and conditions and provisions thereof, unless specifically modified herein, are to apply to this Addendum and are made a part of this Addendum as though they were expressly rewritten.
   In the event of any conflict, inconsistency or incongruity between the provisions of this Addendum and any of the provisions of the Total Image Management Agreement, the provisions of this Addendum shall in all respects govern and control.

3. This Addendum has been executed and delivered in, and shall be construed in accordance with the laws of California.

4. The terms hereof may not be terminated, amended, supplemented or modified orally, but only by an instrument duly authorized by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by their authorized representatives as of the date first above written.

Mountian View-Whisman School District	Pacific Office Automation
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

PACIFIC OFFICE AUTOMATION

The Northwest's own, the nationally recognized copier company

TOTAL IMAGE MANAGEMENT℠ TB

Schedule No. _____

Master Agreement No. _____

EQUIPMENT

Equipment Model & Description	Serial Number	Accessories
(8) Riso SF5130 EII U		
(1) HP 40040dn		

☐ See attached schedule for additional Equipment / Accessories

Equipment Location (if different from Billing Address) _____

SUPPLIER

Pacific Office Automation, Inc.
Name

Address

City State Zip

"Master Agreement" shall mean the above referenced Master Agreement. "Schedule" shall mean this Schedule. "TIM Agreement" shall mean this Schedule and the Master Agreement.

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THE TIM AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE TIM AGREEMENT AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THE TIM AGREEMENT AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TIM AGREEMENT TERM FOR ACCOUNTING PURPOSES.

YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THE TIM AGREEMENT SHALL BE GOVERNED BY THE LAWS OF OREGON. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN OREGON.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE MASTER AGREEMENT ARE HEREBY INCORPORATED INTO THIS SCHEDULE. BY SIGNING THIS SCHEDULE, YOU AGREE TO THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

OWNER ("We", "Us")

Pacific Office Automation, Inc.

By: _____

Name: _____

Title: _____

Date: _____

TRANSACTION TERMS

Minimum Monthly Payment $488.00 Term 60 months
(plus applicable taxes)

○ Minimum Monthly Payment includes estimated applicable personal property and other similar taxes.

Image Type	Minimum Number of Images	Excess Per Image Charge
Black & White Images	CPC	$0.0055
Color Images		

Excess Per Image Billing Preference (monthly if not checked)

☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

Supplier Fuel/Freight Fee $_____ per month
(Not to exceed $75.00 per month)

The following additional payments are due on the date this Schedule is signed by you:

Security Deposit $_____
Advance Payment *$_____ *Applied to: ☐ first ☐ last
(plus applicable taxes)

Document Fee $75.00 (included on first invoice)

CUSTOMER ("You")

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Full Legal Name

Trade / DBA

1400 Montecito Ave
Billing Address

Mountain View CA 94043
City State Zip

Contact Name Phone E-mail Address

By: X _____
Signature of Authorized Signer

Name: _____
Please Print

Title: _____

Date: _____ Fed Tax ID: _____

POA 1702(c) Sched TB (OR) 11/13

California Department of Education
Nutrition Services Division
Form ID PRU-07b

Procurement Resources Unit
January 2022

CONTRACT EXTENSION

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED Pages

Renewal (Extension Number)	Agreement Number (Base year)
2	2023-2024

1. This Extension Agreement is entered into between the School Food Authority and Contract Vendor named below:

   SCHOOL FOOD AUTHORITY'S NAME
   Mountain View Whisman School District

   Contract Company
   Pacific Rim Produce

2. Base year contract term: Effective date: **9-1-2023** Expiration date: **8/31/2024**

   Extension year: Effective date: **9-1-2025** Expiration date: **8/31/2026**

3. The maximum dollar amount of this contract:
   $200,000 (maximum dollar amount)

4. Vendor Services:
   Produce

5. The parties mutually agree to this extension.

The School Lunch Program is operated in accordance with U.S. Department of Agriculture policy which does not permit discrimination because of race, color, sex, age, handicap or national origin. Any person who believes that he or she has been discriminated against in any U.S.D.A. activity should write to the Secretary of Agriculture, Washington, D.C. 20250

Contracted Vendor	
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*	
BY *(Authorized Signature)* ✍	DATE SIGNED *(Do not type)*
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	

SCHOOL FOOD AUTHORITY	
SCHOOL FOOD AUTHORITY NAME Mountain View Whisman School District	
BY *(Authorized Signature)* ✍	DATE SIGNED *(Do not type)*
PRINTED NAME AND TITLE OF PERSON SIGNING Rebecca Westover Chief Business Official	
ADDRESS 1400 Montecito Ave. Mountain View CA 94043	

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

A. The participant or respondent certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Jennifer Smith, Pacific Produce — RFP No. 2023-24-01

Participant or Respondent Company Name — Award Number, Contract Number, or Project Name

Jennifer Smith, CEO/Owner

Name(s) and Title(s) of Authorized Representatives

Jennifer A Smith

Signature(s) — Date

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization: Pacific Produce

Street address: 584 Eccles Ave.

City, State, Zip: South San Francisco, CA 94080

Jennifer Smith

CERTIFIED BY: (type or print)

TITLE: CEO/Owner

Jennifer A Smith

(Signature) (Date)

Approved by OMB 0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

1. **Type of Federal Action:** a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. **Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	3. **Report Type:** a. initial filing b. material change **For material change only:** Year___quarter___ Date of last report_____ N/A
4. **Name and Address of Reporting Entity:** _____Prime _____ Subawardee Tier_____, if Known: N/A **Congressional District, if known:**	5. **If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: N/A **Congressional District, if known:**	
6. **Federal Department/Agency:** N/A	7. **Federal Program Name/Description:** N/A CFDA Number, *if applicable*: _____	
8. **Federal Action Number,** *if known:* N/A	9. **Award Amount,** *if known:* N/A $	
10. a. **Name and Address of Lobbying Registrant** *(if individual, last name, first name, MI):* N/A	b. **Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):* N/A	
11. **Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.**	**Signature:** N/A **Print Name:**_____ **Title:**_____ **Telephone No.:**_____ **Date:**_____	

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g , the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

N/A

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Certificate of Independent Price Determination

Both the SFA and FSMC shall execute this Certificate of Independent Price Determination.

Pacific Produce	
Name of FSMC	Name of SFA

A. By submission of this offer, the offeror (FSMC) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:

1. The prices in this offer have been arrived at independently—without consultation, communication, or agreement for the purpose of restricting competition—as to any matter relating to such prices with any other offeror or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid proposal opening in the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and

3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the offeror certifies that:

1. He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

2. He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

_____

_____

Jeremy A Sth	CEO/Owner	5/19/2025
Signature of FSMO's Authorized Representative	Title	Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of SFA's Authorized Representative	Title	Date

Note: Accepting a Respondent's offer does not constitute award of the contract.

PRU-21 China Prohibition Certification

Instructions to program operator:
To ensure compliance with the Consolidated Appropriations Act of 2021 that was signed into law on December 27, 2020, all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China. It is the program operator's responsibility to ensure the country of origin for all nondomestic raw or processed poultry products, whether purchased directly by the program operator or on their behalf. The prohibition set forth in the Consolidated Appropriations Act of 2021 (Public Law 116–260) Division A, Section 764, does not allow for any exceptions.

Implementation of this prohibition should be done by including the provision in all procurement solicitations and contracts for the procurement of poultry. To ensure compliance with the prohibition, program operators should obtain a certification of acknowledgement from their supplier, e.g., manufacturer, processor, or distributor, that acknowledges their agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116–260). A sample of the certification language is attached to this communication and is also located below.

Sample Certification Language:

The Consolidated Appropriations Act of 2021 (Public Law 116–260), Division A, Section 764 (signed into law on December 27, 2020), prohibits all Child Nutrition Programs from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China.

We Pacific Produce (insert vendor name), certify that ALL (insert product name) did not use federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China.

We further acknowledge that noncompliance with this federal requirement may result in a finding of disallowable cost(s).

Additional Information:

The program operator and their supplier, e.g., manufacturer, processor, or distributor, should provide signatures by an authorized representative for each entity that acknowledges their agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116–260).

California Department of Education
Nutrition Services Division
Form ID PRU-07b

Procurement Resources Unit
January 2022

CONTRACT EXTENSION

☑ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED Pages

Renewal (Extension Number)	Agreement Number (Base year)
2	2023-2024

1. This Extension Agreement is entered into between the School Food Authority and Contract Vendor named below:

   SCHOOL FOOD AUTHORITY'S NAME
   Mountain View Whisman School District

   Contract Company
   Pacific Rim Produce

2. Base year contract term: Effective date: **9-1-2023** Expiration date: **8/31/2024**

   Extension year: Effective date: **9-1-2025** Expiration date: **8/31/2026**

3. The maximum dollar amount of this contract:
   $150,000 (maximum dollar amount)

4. Vendor Services:
   Produce

5.. The parties mutually agree to this extension.

The School Lunch Program is operated in accordance with U.S. Department of Agriculture policy which does not permit discrimination because of race, color, sex, age, handicap or national origin. Any person who believes that he or she has been discriminated against in any U.S.D.A. activity should write to the Secretary of Agriculture, Washington, D.C. 20250

Contracted Vendor	
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* Pacific Rim Produce	
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)* 5/19/2025
PRINTED NAME AND TITLE OF PERSON SIGNING Jennifer Smith, CEO/Owner	
ADDRESS 584 Eccles Ave. South San Francisco, CA 94080	
SCHOOL FOOD AUTHORITY	
SCHOOL FOOD AUTHORITY NAME Mountain View Whisman School District	
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*
PRINTED NAME AND TITLE OF PERSON SIGNING Rebecca Westover Chief Business Official	
ADDRESS 1400 Montecito Ave. Mountain View CA 94043	

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Pacific Rim Produce

***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}**

☒ 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.

Done 23-24

☐ **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:	Debbie Austin	Signature:	
Date:	May 14, 2025	Date:	May, 2025
Print Name:	Debbie Austin	Print Name:	Dr. Rebecca Westover
Print Title:	Director of Child Nutrition	Print Title:	Chief Business Officer

For Department:

Checklist not required for school sites

pitney bowes

Sourcewell State & Local FMV Operating Lease Agreement

Agreem

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT	930991812

Sold-To: Address

1400 Montecito Ave, Mountain View, CA, 94043-4590, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Hera Hong-Lee	650-526-3500	0011010548

Bill-To: Address

1400 Montecito Ave, Mountain View, CA, 94043-4590, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Rebecca Westover	650-526-3500	0011010548	rwestover@mvwsd.o

Ship-To: Address

1400 Montecito Ave, Mountain View, CA, 94043-4590, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Rebecca Westover	650-526-3500	0011010548

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCAUTO	SendPro C Auto
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAAB	Basic Cost Accounting
1	COVER-SPCA	Protective Dust Cover - SendPro C Auto
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	MP8110	SendPro C Series Scale Upgrade
1	PAB1	

1	PTJA	PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SPACRL	Return Lbl/Instr - SendPro Auto C
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Auto)
1	ZH24	Manual Weight Entry
1	ZH29	HZ03 95 LPM Speed
1	ZHC5	SendPro C500 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHD9	Retail Ground LOR
1	ZHWM	10lb/5kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	**Initial Payment Amount:**	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	**$ 201.28**	**$ 603.84**

**Does not include any applicable sales, use, or property taxes which will be billed separately.*
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

( ) Tax Exempt Certificate Attach
( ) Tax Exempt Certificate Not R

(X) Purchase Power® transactior
( ) Purchase Power® transactior

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best effo payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("(make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) s obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at y

By signing below, you agree to be bound by all of the terms and conditions of this Agreement, including those of the Sourcewell Contract Number 011322 2022 and the State & Local Operating Lease Terms (including the Pitney Bowes Terms) (Version 1/22), which are available at http://www.pb.com/states and a The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval pr If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at http://www.pitneybo use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

011322-PIT
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

LINDSEY CAPERS	lindsey.capers@pb.com	
Account Rep Name	Email Address	PE

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Pitney Bowes

***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:	May 19, 20 25	Date:	May 21, 20 25
Print Name:	Rebecca Westover	Print Name:	Jeffrey Baier
Print Title:	CBO	Print Title:	Superintendent

For Department:

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 _____ ("**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: NC

(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:** NC

(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: NC

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.

Approved by Dr. Westover.

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.

Replace with the following language found below, approved by Dr. Westover

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

"To the fullest extent permitted by law, Playworks shall indemnify, defend, and hold harmless the District and its officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses, but only to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Playworks, its employees, agents, or subcontractors in connection with the performance of services under this Agreement."

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: NC

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:** Playworks
Dated: 4/25, 2025	Dated: May 14, 2025
Signature: [signature]	Signature: Nikki Chiu
Print Name: Claudia Olaciregui	Print Name: Nikki Chiu
Print Title: Principal	Print Title: Program Manager

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 Playworks Education Energized ("**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:

Model, Supervise, teach, and support structured games that foster a positive education cultural for all. This program aligns with our district's strategic goals 2 and 3 (Students socio emotional health and a welcoming community) as it helps develop sportmanship, teamwork, and collaboration skills at Castro Elementary School.

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 $ 38,000

☐ **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: 08/18/2025 Services End Date: 06/05/2026

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:**	Playworks
1400 Montecito Ave.	**Street**	1423 Broadway PMG161
Mountain View, CA 94043	**City, Sate, Zip**	Oakland, CA 94612
Attn: Chief Business Officer	**Attn:**	Leah Ewbank

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: NC

(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: Acantha Ellard AE

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:** NC

(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: AE

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: NC

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. Approved by Dr. Westover

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 matters 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.

Replace with the following language found below, approved by Dr. Westover

8. **Indemnification**. To the fullest 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 connection 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

"To the fullest extent permitted by law, Playworks shall indemnify, defend, and hold harmless the District and its officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses, but only to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Playworks, its employees, agents, or subcontractors in connection with the performance of services under this Agreement."

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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Contractor's Initials Here: NC

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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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#: 94-3251867

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 010-0000-0-5930-1110-1000-000000-003-0685

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:** Nikki Chiu
Dated: 05/21, 2025	Dated: May 21, 2025
Signature:	Signature: Nikki Chiu
Print Name: Acantha Ellard	Print Name: Nikki Chiu
Print Title: Interim Principal	Print Title: Program Manager

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

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
Mtn. View Whisman School District

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Mtn. View Whisman School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in the Inclusion Collaborative Professional Learning Opportunities, Coaching & Technical Support services.

2. Goals

☒ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☐ Be a premier service organization.

The Mission of the Santa Clara County Office of Education – Inclusion Collaborative is to build a culture that promotes equity, inclusion and belonging and to value every student by strengthening, sustaining, and ensuring inclusive practices. We believe that every individual regardless of abilities and disabilities has the right to equitable access to quality inclusive learning and community environments. Our Professional Learning Opportunities, Coaching & Technical Assistance Program will utilize the most effective available practices to improve the learning and behavior of students with or without disabilities within inclusive general education environments. These services will be offered to our partner agencies virtually, in-person, and/or through a hybrid learning model.

3. Responsibilities

3.1. The Agency Responsibilities:

Mtn. View Whisman School District to advise the SCCOE, Inclusion Collaborative of their specific needs at least 3 weeks in advance to ensure appropriate staff are available. If registration tracking or flyer creation is needed, **Mtn. View Whisman School District** will notify the SCCOE, Inclusion Collaborative with at least 2 weeks advance notice.

3.2. The SCCOE Responsibilities:

SCCOE, Inclusion Collaborative will provide services based on guidance of this agreement.

3.3. Shared Responsibilities:

SCCOE, Inclusion Collaborative and **Mtn. View Whisman School District** will finalize the dates & number of participants for services with at least 3 weeks' notice ahead of the requested service date. Time (start & end) and Location (address) will be coordinated by the SCCOE and Agency in advance of each service date(s).

3.4. Delivery of Services and Use of Resources:

Following the SCCOE services, we reserve the right to request an impact story. It is vital for ongoing improvement to hear from our partners how the services provided by the Inclusion Collaborative have impacted their site. (i.e. How has the professional development and/or coaching improved child outcomes? Have policies changed? Has your budget been impacted?

For schools/districts, the SCCOE has the right to request data in order to measure our impact. Examples of data include: CA Dashboard Measures, Least Restrictive Environment (Indicator 5/6) and English Learner Reclassification Rates.

4. Duration of Agreement

This Agreement begins on __July 1, 2025_____ and ends on __June 30, 2026_____

5. Articulation of Monies/Compensation

5.1. Mtn. View Whisman School District will pay up to _$ 10,150.00_____ (not to exceed) to the SCCOE, Inclusion Collaborative. The FY2025-2026 rates for services remain unchanged and are as follows:

5.1.1. Trainings: $4,500 full day, $2,250 half day, $350 hourly, customizable upon request (i.e. large groups, specific time availability, etc.)
5.1.2. Webinars: $750
5.1.3. Observation, Coaching & Technical Assistance: $350/hour
5.1.4. IEP Review & Technical Assistance: $350/hour
5.1.5. Video Recording provided with advance notice at $350 for 6 month period
5.1.6. Resource Materials: Costs Varies, will identify on quote

5.2. Invoices for completed services will be issued quarterly by the SCCOE, Inclusion Collaborative. Special requests for a change to the invoice timing will be evaluated on an as needed basis. Monies will be due upon receipt of invoice.

5.3. Proposed Expenditures:

Proposed Dates/Times	Services provided include: - Full Day Co-Teaching PD (Parity, visioning, tools) on 8/4/2025 - Half Day Co-Teaching PD (Environments & Curriculum) on 8/5/2025 - Co-Teaching Coaching (one cycle per month) for 9 months (start date TBD) - Resource materials as needed
Topics:	Co-Teaching
Total Cost:	$ 10,150.00

6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

☐ Yes, Data Sharing agreement/form attached

☒ No

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon 2 week advance written notice to the other Party.

8. Other Terms

8.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

8.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

8.5. Assignment: No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

8.6. Use of SCCOE Name and Logo for Commercial Purposes: Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

8.7. Governing Law, Venue: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. Insurance/Hold Harmless

9.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

Santa Clara County Office of Education

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: Deborah Gorgulho, Ed. D.

Title: Assistant Superintendent, Educational Progress Division

Date: _____

Address: 1290 Ridder Park Drive
San Jose, CA 95131

Phone: 408-453-6554

Email: SLopez@sccoe.org

***(Mtn. View Whisman School District)*:**

By: _____
Signature of Authorized Agency Official

Name: _____

Title: _____

Date: _____

Address: _____

_____

Phone: _____

Email: _____

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

INCLUSION COLLABORATIVE

QUOTE

CREATED BY Sandya Lopez
DATE 24 Feb 2025

INCLUSION COLLABORATIVE
1290 Ridder Park Dr. MC 227
San Jose, CA 95131

TO:

Mt. View Whisman (Co-Teaching)

Terri Kemper
tkemper@mvwsd.org

Name	Type of Service	Start of Service	Bank of Hours (Coaching/TA Only)	Cost of Service	Materials Cost
Co-Teaching Full Day PD (Parity, visioning, tools)	Full Day PD	4 Aug 2025		$4,500	
Co-Teaching Half Day PD (Environments and Curriculum)	Half Day PD	5 Aug 2025		$2,250	
Co-Teaching Coaching (one cycle per month): $350 x 9 months	Coaching			$3,150	
Possible Materials Needed					$250
			TOTAL	$10,150	

NOTES/INFORMATION: This quote for FY2025-26

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Santa Clara County Office of Education

***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:	April 29, 2025	Date:	5/5, 2025
Print Name:	Terri W. Kemper	Print Name:	Cathy Baur
Print Title:	Director, Preschool Programs	Print Title:	Associate Superintendent

For Department: The SCCOE prefers to use their MOU in lieu of our district's PSA.

Checklist not required for school sites

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
Mountain View Whisman School District

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Mountain View Whisman School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in Librarian of Record Services.

2. Goals

☒ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☐ Be a premier service organization.

The SCCOE will serve as the Librarian of Record for the Agency.

3. Responsibilities

3.1. The Agency Responsibilities:

Agency will contract with the SCCOE for Librarian of Record services (compliance only).

3.2. The SCCOE Responsibilities:

SCCOE will serve as the Librarian of Record for the Agency.

4. Duration of Agreement

This Agreement begins on July 1, 2025, and ends on June 30, 2026.

5. Articulation of Monies/Compensation

Agency will pay the SCCOE $1.50 per A.D.A for Librarian of Record services for compliance purposes. A.D.A. is determined using the latest enrollment information recorded at DataQuest. Agency's latest recorded enrollment is 4,591. Agency will pay the SCCOE $6,886.50 within 30 days of receipt of invoice.

6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

☐ Yes, Data Sharing agreement/form attached
☒ No

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon 30 days advance written notice to the other Party.

8. Other Terms

8.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

8.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

8.5. Assignment: No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

8.6. Use of SCCOE Name and Logo for Commercial Purposes: Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

8.7. Governing Law, Venue: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. Insurance/Hold Harmless

9.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as

evidenced by their signature as set forth in this Agreement.

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

SCCOE:		**Mountain View Whisman School District:**	
By:	Signature of Authorized SCCOE Official	By:	Signature of Authorized Agency Official
Name:	Deborah Gorgulho, Ed.D.	Name:	Cathy Baur
Title:	Assistant Superintendent, Educational Progress	Title:	Associate Superintendent, Department of Educational Services
Date:		Date:	
Address:	1290 Ridder Park Drive San Jose, CA 95131	Address:	1400 Montecito Ave Mountain View, CA 94043
Phone:	(408) 453-6645	Phone:	(650) 526-3545
Email:	dgorgulho@sccoe.org	Email:	cbaur@mvwsd.org

For Contracts Office/Risk Management use only:

RM#:

Date: Signature:

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Santa Clara County Office of Education (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:	May 15, 20____	Date:	15 MAY, 20 25
Print Name:	Cathy Baur	Print Name:	Jeffrey Baier
Print Title:	Associate Superintendent	Print Title:	Superintendent

For Department: Educational Services — Santa Clara COE - Librarian of Record $6,886.50

Checklist not required for school sites

Mountain View
Whisman
School District

District Office
T 650.526.3500
1400 Montecito Ave.
Mountain View, CA 94043

JUSTIFICATION

Date: May 15, 2025

Requestor: Cathy Baur, Associate Superintendent
Educational Services

Vendor: Santa Clara County Office of Education

Reason: Santa Clara County Office of Education Memorandum of Understanding for 2025-26 school year

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Remarks: The Santa Clara County Office of Education would like to use their MOU to enter into an agreement with MVWSD for Librarian of Record services for compliance purposes. Upon review of the MOU, it adequately outlines the services, cost, and appropriate liability coverage outlined in the MVWSD Independent Contractor for Professional Services Agreement. The Santa Clara COE is on the Approved Vendor list ratified by MVWSD Board of Trustees on March 6, 2025.

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
Mtn. View Whisman School District - PreK

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Mtn. View Whisman School District - PreK (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in the Innovations Collaborative Professional Learning Opportunities, Coaching & Technical Support services.

2. Goals

- ☒ Improve access to inclusive, equitable, high-quality education.
- ☒ Provide quality support to districts, schools, students, and communities.
- ☐ Be a premier service organization.

The Mission of the Santa Clara County Office of Education – Innovations Collaborative is to build a culture that promotes equity, inclusion and belonging and to value every student by strengthening, sustaining, and ensuring inclusive practices. We believe that every individual regardless of abilities and disabilities has the right to equitable access to quality inclusive learning and community environments. Our Professional Learning Opportunities, Coaching & Technical Assistance Program will utilize the most effective available practices to improve the learning and behavior of students with or without disabilities within inclusive general education environments. These services will be offered to our partner agencies virtually, in-person, and/or through a hybrid learning model.

3. Responsibilities

3.1. The Agency Responsibilities:

Mtn. View Whisman School District - PreK to advise the SCCOE, Innovations Collaborative of their specific needs at least 3 weeks in advance to ensure appropriate staff are available. If registration tracking or flyer creation is needed, **Mtn. View Whisman School District - PreK** will notify the SCCOE, Innovations Collaborative with at least 2 weeks advance notice.

3.2. The SCCOE Responsibilities:

SCCOE, Innovations Collaborative will provide services based on guidance of this agreement.

3.3. Shared Responsibilities:

SCCOE, Innovations Collaborative and **Mtn. View Whisman School District - PreK** will finalize the dates & number of participants for services with at least 3 weeks' notice ahead of the requested service date. Time (start & end) and Location (address) will be coordinated by the SCCOE and Agency in advance of each service date(s).

3.4. Delivery of Services and Use of Resources:

Following the SCCOE services, we reserve the right to request an impact story. It is vital for ongoing improvement to hear from our partners how the services provided by the Innovations Collaborative have impacted their site. (i.e. How has the professional development and/or coaching improved child outcomes? Have policies changed? Has your budget been impacted?

For schools/districts, the SCCOE has the right to request data in order to measure our impact. Examples of data include: CA Dashboard Measures, Least Restrictive Environment (Indicator 5/6) and English Learner Reclassification Rates.

4. Duration of Agreement

This Agreement begins on __July 1, 2025_____ and ends on __June 30, 2026_____

5. Articulation of Monies/Compensation

5.1. Mtn. View Whisman School District - PreK will pay up to _$ 11,750.00_____ (not to exceed) to the SCCOE, Innovations Collaborative. The FY2025-2026 rates for services are as follows:

5.1.1. Trainings: $4,500 full day, $2,250 half day, $350 hourly, customizable upon request (i.e. large groups, specific time availability, etc.)
5.1.2. Webinars: $750
5.1.3. Observation, Coaching & Technical Assistance: $160/hour
5.1.4. IEP Review & Technical Assistance: $350/hour
5.1.5. Video Recording provided with advance notice at $350 for 6 month period
5.1.6. Resource Materials: Costs Varies, will identify on quote

5.2. Invoices for completed services will be issued quarterly by the SCCOE, Innovations Collaborative. Special requests for a change to the invoice timing will be evaluated on an as needed basis. Monies will be due upon receipt of invoice.

5.3. Proposed Expenditures:

Proposed Dates/Times	IC Services provided for PreK include: - Half day PD Sign Language to Support Positive Behaviors for staff (~25) to include make and take activity on 8/8/25 @ $2,250.00 plus $250 in materials - Half day PD Teaching Pyramid Mod. 3 Deep Dive (make up session w/JJ) staff ~25 on 10/9/25 CPIN services provided for Pre-K are: - 1 half day PD for staff (~25) PTKLF Overview on 8/8/25 @ $2,250.00
Topics:	See above
Total Cost:	$4,750.00

6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

☐ Yes, Data Sharing agreement/form attached

☒ No

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon 2 week advance written notice to the other Party.

8. Other Terms

8.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

8.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

8.5. Assignment: No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

8.6. Use of SCCOE Name and Logo for Commercial Purposes: Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

8.7. Governing Law, Venue: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. Insurance/Hold Harmless

9.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: Deborah Gorgulho, Ed. D.

Title: Assistant Superintendent, Educational Progress Division

Date: _____

Address: 1290 Ridder Park Drive
San Jose, CA 95131

Phone: 408-453-6645

Email: DGorgulho@sccoe.org

(Mtn. View Whisman School District - PreK):

By: _____
Signature of Authorized Agency Official

Name: _____

Title: _____

Date: _____

Address: _____

_____

Phone: _____

Email: _____

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

INNOVATIONS COLLABORATIVE

QUOTE

CREATED BY Sandya Lopez
DATE 6 May 2025

INNOVATIONS COLLABORATIVE
1290 Ridder Park Dr. MC 227
San Jose, CA 95131

TO:

(FY25-26) Mountain View Whisman PreK

Terri Kemper
tkemper@mvwsd.org

Name	Type of Service	Start of Service	Bank of Hours (Coaching/TA Only)	Cost of Service	Materials Cost
CPIN - PTKLF Overview PreK Staff (25)	Half Day PD	8 Aug 2025 08:00		$2,250	
IC - Sign Language to Support Positive Beh. (25 make and take)	Half Day PD	8 Aug 2025 12:00		$2,250	$250
IC - Teaching Pyramid Module 3 Deep Dive (make-up session w/JJ) PreK Staff (25)	Half Day PD	9 Oct 2025 12:00			
			TOTAL	$4,750	

NOTES/INFORMATION:

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Santa Clara County Office of Education — Pre-K Innovations Collaborative

***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.

SCCOE will not use MVWSD PSA

☑ **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:	Cathy Baur
Date:	May 13, 2025	Date:	May 21, 2025
Print Name:	Terri W. Kemper	Print Name:	Cathy Baur
Print Title:	Director, Preschool Programs	Print Title:	Associate Superintendent

For Department: Preschool Programs — PreK Innovations Collaborative

Checklist not required for school sites

- Professional Development for preschool staff, materials and tools included. PD. — 8/8/25 10/9/25

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
Mtn. View Whisman School District - TK

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Mtn. View Whisman School District - TK (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in the Innovations Collaborative Professional Learning Opportunities, Coaching & Technical Support services.

2. Goals

- ☒ Improve access to inclusive, equitable, high-quality education.
- ☒ Provide quality support to districts, schools, students, and communities.
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The Mission of the Santa Clara County Office of Education – Innovations Collaborative is to build a culture that promotes equity, inclusion and belonging and to value every student by strengthening, sustaining, and ensuring inclusive practices. We believe that every individual regardless of abilities and disabilities has the right to equitable access to quality inclusive learning and community environments. Our Professional Learning Opportunities, Coaching & Technical Assistance Program will utilize the most effective available practices to improve the learning and behavior of students with or without disabilities within inclusive general education environments. These services will be offered to our partner agencies virtually, in-person, and/or through a hybrid learning model.

3. Responsibilities

3.1. The Agency Responsibilities:

Mtn. View Whisman School District - TK to advise the SCCOE, Innovations Collaborative of their specific needs at least 3 weeks in advance to ensure appropriate staff are available. If registration tracking or flyer creation is needed, **Mtn. View Whisman School District - TK** will notify the SCCOE, Innovations Collaborative with at least 2 weeks advance notice.

3.2. The SCCOE Responsibilities:

SCCOE, Innovations Collaborative will provide services based on guidance of this agreement.

3.3. Shared Responsibilities:

SCCOE, Innovations Collaborative and **Mtn. View Whisman School District - TK** will finalize the dates & number of participants for services with at least 3 weeks' notice ahead of the requested service date. Time (start & end) and Location (address) will be coordinated by the SCCOE and Agency in advance of each service date(s).

3.4. Delivery of Services and Use of Resources:

Following the SCCOE services, we reserve the right to request an impact story. It is vital for ongoing improvement to hear from our partners how the services provided by the Innovations Collaborative have impacted their site. (i.e. How has the professional development and/or coaching improved child outcomes? Have policies changed? Has your budget been impacted?

For schools/districts, the SCCOE has the right to request data in order to measure our impact. Examples of data include: CA Dashboard Measures, Least Restrictive Environment (Indicator 5/6) and English Learner Reclassification Rates.

4. Duration of Agreement

This Agreement begins on __July 1, 2025_____ and ends on __June 30, 2026_____

5. Articulation of Monies/Compensation

5.1. Mtn. View Whisman School District - TK will pay up to _$ 11,750.00_____ (not to exceed) to the SCCOE, Innovations Collaborative. The FY2025-2026 rates for services remain unchanged and are as follows:

5.1.1. Trainings: $4,500 full day, $2,250 half day, $350 hourly, customizable upon request (i.e. large groups, specific time availability, etc.)
5.1.2. Webinars: $750
5.1.3. Observation, Coaching & Technical Assistance: $350/hour
5.1.4. IEP Review & Technical Assistance: $350/hour
5.1.5. Video Recording provided with advance notice at $350 for 6 month period
5.1.6. Resource Materials: Costs Varies, will identify on quote

5.2. Invoices for completed services will be issued quarterly by the SCCOE, Innovations Collaborative. Special requests for a change to the invoice timing will be evaluated on an as needed basis. Monies will be due upon receipt of invoice.

5.3. Proposed Expenditures:

Proposed Dates/Times	IC Services provided for TK include: - 3 x Half Day PD's 8/11/25 & 1/5/26 (3 x $2,250=$6,750.00 - The PD on 8/11 is Make n Take for 12 teachers with $150 in materials cost if needed - The PD on 1/5/26 includes Calm Down Tools with $350 materials cost if needed CPIN services provided for TK are: - 1 Full Day PD for 12 teachers with topic "DRDP overview/introduction) $4,500.00
Topics:	IC PD focuses on: Teaching Self-Regulation, Behavior is Communication
Total Cost:	$11,750.00

6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

☐ Yes, Data Sharing agreement/form attached

☒ No

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon 2 week advance written notice to the other Party.

8. Other Terms

8.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

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8.7. Governing Law, Venue: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. Insurance/Hold Harmless

9.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

Santa Clara County Office of Education

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: Deborah Gorgulho, Ed. D.

Title: Assistant Superintendent, Educational Progress Division

Date: _____

Address: 1290 Ridder Park Drive
San Jose, CA 95131

Phone: 408-453-6645

Email: DGorgulho@sccoe.org

(Mtn. View Whisman School District - TK):

By: _____
Signature of Authorized Agency Official

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Email: _____

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

INNOVATIONS COLLABORATIVE

QUOTE

CREATED BY Sandya Lopez
DATE 6 May 2025

INNOVATIONS COLLABORATIVE
1290 Ridder Park Dr. MC 227
San Jose, CA 95131

TO:

(FY25-26) Mountain View Whisman TK

Name	Type of Service	Start of Service	Bank of Hours (Coaching/TA Only)	Cost of Service	Materials Cost
CPIN - DRDP Overview/Introduction- 12 teachers	Full Day PD	8 Aug 2025 08:00		$4,500	
IC - Teaching Self-Regulation w/Calm Down Kits (12 make and take)	Half Day PD	11 Aug 2025 08:30		$2,250	$150
IC - Behavior is Communication (TK teachers and IAs - 48)	Half Day PD	5 Jan 2026 08:00		$2,250	
IC - Teaching Self-Regulation w/Calm Down Tools (TK IAs 36)	Half Day PD	5 Jan 2026 12:00		$2,250	$350
			TOTAL	**$11,750**	

NOTES/INFORMATION:

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Santa Clara County Office of Education — TK - Innovations Collaborative

***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** — SCCOE will not use PSA

- ☑ **$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:	May 13, 2025	Date:	May 21, 2025
Print Name:	Terri W. Kemper	Print Name:	Cathy Baur
Print Title:	Director, Preschool Programs	Print Title:	Associate Superintendent

For Department: Department of Educational Services — TK Innovations Collaborative

Checklist not required for school sites

DD 8/11/25 ≠ 1/5/26

- Professional Development for TK staff, materials and tools included.

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School Services of California INC.
An Employee-Owned Company

1121 L Street
•
Suite 1060
•
Sacramento
•
California 95814
•
TEL: 916 . 446 . 7517
•
FAX: 916 . 446 . 2011
•
www.sscal.com

MEMORANDUM

May 5, 2025

TO: Rebecca Westover
Chief Business Officer
MOUNTAIN VIEW-WHISMAN SD

FROM: John D. Gray
President/CEO

It has been a pleasure to provide your local educational agency our Fiscal and Management Information Services during the past year. We value our relationship and appreciate the continued confidence that you and your staff have expressed in School Services of California Inc.

Our current contract expires on June 30, 2025. Anticipating your desire to continue our services, we have enclosed a proposed renewal Agreement. We are also offering the option to include our CADIE (Comparative Analysis of District Income and Expenditures) and SABRE (Salary and Benefit Reports) products as part of this contract. If you wish to include any of these services, please complete and sign the attached Addendum A, indicate the services desired, and return with your contract renewal. Any questions regarding the CADIE or SABRE should be directed to Chloe Lum, Systems Data Specialist (chloel@sscal.com).

To activate our Agreement, please e-sign the contract (and Addendum A, at your discretion) and it will be returned to our office for final processing. So that we may continue to give you the best possible service, it would be helpful if we could have the Agreement returned by June 30, 2025. If you are unable to return it by this date, please call our Accounting Department. Please note that this contract reflects a modest price increase above the current year.

Again, thank you for the opportunity of working with you in the past year. If you have any questions or need additional information, please contact our Accounting Department at (916) 446-7517 or via email at accounting@sscal.com.

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Client Name: MOUNTAIN VIEW-WHISMAN SD
Client #15750 / S10

P.O. #_____

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Management Information Services

This is an Agreement between the **CLIENT**, as defined above, and **SCHOOL SERVICES OF CALIFORNIA INC.,** hereinafter referred to as "Consultant," entered into as of July 1, 2025.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, the Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to perform such duties relating to issues of school finance, including:

    a. Electronic delivery of the *Fiscal Report* containing information on issues of school finance, budgets, or practices and policy issues that impact local educational agency fiscal and education policies.

    b. An analysis of all major school legislation affecting public education and information related to their progress through the California State Legislature and implementing state agencies, if applicable.

    c. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate.

    d. Up to 12 hours of service annually as the Client directs on fiscal issues, including analysis of specific local educational agency revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client.

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Services for which the base service hours may not be used include Client-specific economy, efficiency, or management consulting services, executive searches, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for local educational agency legal issues; major customized research projects or studies; or on-site speeches or presentations.

2. If the Client is a county office of education, the county office of education agrees that any information received from the Consultant shall be for the use of the county office of education only and shall not be provided by the county office of education to local educational agencies over 500 average daily attendance (ADA). Local educational agencies under 500 ADA are eligible to receive service as deemed appropriate by the county office of education.

3. The Client agrees to pay to the Consultant for services rendered under this Agreement:

   a. $ 4,920 annually, plus expenses, for the services listed in Item 1 above, upon receipt of billing from the Consultant.

   b. For all requested services in excess of 12 direct service hours as indicated in Item 1d above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.

   c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site.

   d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials.

4. This Agreement shall be for the period of one year, beginning July 1, 2025, and terminating June 30, 2026. This Agreement may be terminated prior to June 30, 2026, by either party on 30 days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. The Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and the Consultant may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 3 above.

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5. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

By: _____ Date: _____
Rebecca Westover
Chief Business Officer
MOUNTAIN VIEW-WHISMAN SD

By: _____ Date: May 5, 2025
John D. Gray
President/CEO
School Services of California Inc.

Docusign Envelope ID: 1F2513F0-568A-4F89-9E29-0C04101F8292

Order CADIE/SABRE: Yes ☐ **No** ☐

Contract period: **to** **P.O. #**_____

ADDENDUM A
TO SPECIAL SERVICES AGREEMENT

As a client of School Services of California Inc., you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. The following information describes the **CADIE** and **SABRE** reports, and the form at the bottom of the page to order the reports.

The **C**omparative **A**nalysis of **D**istrict **I**ncome and **E**xpenditures (**CADIE**) is a comprehensive computer-generated report comparing your district's revenues and expenditures to those of 40 other districts *(two reports with 20 districts in each)* of your choice throughout the state. Well over 300 comparisons are made using SACS, CBEDS, and CALPADS data.

The **CADIE** includes comparative graphic data expenditures by ADA, tabular information showing per ADA and percentage distribution of district revenues and expenditures, staffing levels, and tables that show—on an ADA and percentage basis—how your district spent its dollars for the prior three years. The report is comprehensive, yet easy to use.

The **S**alary **A**nd **B**enefits **Re**port (**SABRE**) is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and provides up to 38 side-by-side comparisons of your district with those of 40 other districts (*two reports with 20 districts in each)* of your choice on certificated salaries, health and welfare benefits, and workdays.

The **SABRE** includes ten graphical displays and 27 comparison tables with side-by-side analysis for certificated non-management. It also includes the actual salary and benefit schedules and other selected data important for compensation evaluation in an easy-to-read format.

The analytical uses of the **CADIE** and **SABRE** reports are unlimited. If these products are needed for negotiations, they may be fully reimbursable as part of your mandated cost claim if you have chosen to file mandate claims for this year.

WITH REPORT PURCHASE, YOU ARE ENTITLED TO TWO CADIES AND TWO SABRES

Please check the appropriate items below: ☐ Current year 2023-24 ☒ Next year 2024-25**

Electronic Version:

___CADIE only $525
___SABRE only $375
X CADIE & SABRE $825

Hardcopy Version:

___CADIE only $630
___SABRE only $480
___CADIE & SABRE $1030

Select either:

X Use the same districts as last year

OR two of the following:

___ Use districts of similar type and size
___ Use districts geographically close to mine
___ Use districts with similar unduplicated pupil percentage

Reports are a year behind as the data is released by the CDE.
**Next year: SABRE will be released in December 2025, CADIE will be released in March 2026

District Name: **Mountain View Whisman School District**
Contact Name: **Dr. Rebecca Westover**
Address (no P.O. boxes please): **1400 Montecito Avenue**
Mountain View, CA 94043
Telephone with extension: _____
Email Address: **rwestover@mvwsd.org**

Signature: _____
Print Name: **Dr. Rebecca Westover** Date: _____

By completing this Addendum A, and submitting with the contract, the Client agrees to pay for these reports upon receipt of the products and appropriate billing.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: School Services of California 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. standard document

☑ **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:	May 9, 20 25	Date:	21 May, 20 25
Print Name:	Dr. Rebecca Westover	Print Name:	Jeffrey Baier
Print Title:	Chief Business Officer	Print Title:	Superintendent

For Department:

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 Sophia Zalot ("**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 $ $90.00 Total not to exceed $ 2,250 a week

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

3. Contract Dates "Agreement Time"

Services Start Date: June 1, 2025 Services End Date: December 1, 2025

4. Submittal of Documents

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

☐ Signed Agreement will be provided prior to starting

☐ 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:**	Sophia Zalot
1400 Montecito Ave.	**Street**	[redacted]
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: Rebecca Westover RW

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: RW

Insurance Requirements Waived

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: 3.22, 20 25	Dated: _____, 20___
Signature: _____	Signature: _____
Print Name: Rebecca Westover	Print Name: _____
Print Title: CBO	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

Exhibit A

Starting June 1, 2025 the Director of Child Nutrition will be on leave. During her leave, contractor will assist with a variety of responsibilities related to the Summer and new school year meal programs. Her tasks will include opening the CNIPS application portal for the Summer Program, creating application letters and responses for families, and working within CNIPS to support applications for the upcoming school year, which typically sees over 2,000 submissions. She will also be responsible for tracking all meals on the Summer Seamless forms and in Etrition for reimbursement, as well as monitoring meals for invoice processing related to Santa Clara County reimbursement.

The contractor will support the creation of required forms for the Summer Program administrative audit and provide training on production records and nutritional analysis using Nutrikids. Additionally, she will assist with training on key school year startup procedures, including opening the application portal, creating student cards, and using PowerSchool and Etrition systems. She will also help prepare for and conduct CDE audits and site visits, including those for Summer breakfast, lunch, and park meal service reporting. This work will be done remotely unless the District requests that she come on site.

These efforts are essential to ensuring compliance, accuracy, and a smooth transition into the 2025–26 school year for the District's nutrition services.

Work performed will be invoiced on a monthly basis, with each invoice including a breakdown of hours worked, a description of tasks completed, and any relevant supporting documentation.

Explanation for Selecting Sophia Zalot for Professional Services

The District initiated a search for a temporary Director of Child Nutrition upon receiving notification of the current Director's leave. Sophia Zalot was the only applicant for the position. In addition, staff reached out to known contractors capable of providing similar support services; however, those providers required a one-year commitment.

Sophia Zalot previously retired from the District during the last school year and has extensive knowledge of the District's systems and staff. Her familiarity with existing operations will allow her to step in quickly, manage the department effectively, and provide training to current staff as needed.

Compared to other alternatives, Ms. Zalot's services represent a significant cost savings. She will work remotely for 25 hours per week, rather than full time, providing essential support at a reduced cost to the District.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Sophia Zalot

***REQUIRED CHECKBOX* for Service Contracts**

- [x] **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.
  - [x] **$50,001 and above**, completed the following items:
    - [x] _1_ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
    - [x] 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:	5-21, 20 25	Date:	May 22, 20 25
Print Name:	Rebecca Westover	Print Name:	Jeffrey Baier
Print Title:	CBO	Print Title:	Superintendent

For Department:

Checklist not required for school sites

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Teaching Strategies 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:	T.W. Kemper	Signature:	
Date:	May 2, 2025	Date:	May 13, 2025
Print Name:	Terri W. Kemper	Print Name:	Cathy Baur
Print Title:	Director, Preschool Programs	Print Title:	Associate Superintendent

For Department: Preschool Programs

Checklist not required for school sites

- Family engagement / classroom resources videos modeling support of children's learning.

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 Teaching Strategies, 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:

Family engagement/classroom resources - access to videos modeling developmentally appropriate activities for parents to implement at home to support their children's learning. See Attached Order Q-312109

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: Access for 8 staff @ $390 ea = $3,120.00

3. Contract Dates "Agreement Time"

Services Start Date: 9/03/2025 Services End Date: 9/02/2026

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:**	TEACHING STRATEGIES, LLC ("TS")
1400 Montecito Ave.	**Street**	80 M Street, SE, Suite 1010
Mountain View, CA 94043	**City, Sate, Zip**	Washington, DC 20003
Attn: Chief Business Officer	**Attn:**	Thomas Yamamoto - General Counsel

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: TY

(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:** TY

(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: TY

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: TY

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#: 37-1660007

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:** Teaching Strategies, LLC
Dated: April 28, 2025	Dated: May 1, 2025
Signature: T W. Kemper	Signature:
Print Name: Terri W. Kemper	Print Name: Thomas Yamamoto
Print Title: Director, Preschool Programs	Print Title: General Counsel

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

Board of Trustees Action (District Office Use Only)

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

QUOTE Q-312109

TEACHING STRATEGIES, LLC ("TS")
80 M STREET, SE, SUITE 1010
WASHINGTON, DC 20003
301-634-0818

Subscriber Name: Mountain View Whisman School District
Subscriber Number: 02A25227
Contact Name: Cathy Baur
Contact Email: cbaur@mvwsd.org
Contact Title: Chief Academic Officer

Prepared by: Don Hirsh
don.h@teachingstrategies.com
(240) 226-7158
Expiration Date: 09-02-2025
Subscription Term: 09/03/2025 - 09/02/2026

SUMMARY

PRODUCT	SALES PRICE	QTY	TOTAL PRICE
30RROSIE ReadyRosie Classroom Resources	$390.00	8	$3,120.00
		Subtotal:	$3,120.00
		Shipping:	$0.00
		Tax:	$0.00
		Total:	$3,120.00

If paying by credit card a 2.5% processing fee of $78.00 will be added, which is to cover the cost of processing a credit or charge card transaction, for a Total Price of $3,198.00. Only Visa, Mastercard, and American Express credit cards may be used. Please do not use debit cards. To avoid the processing fee, payment by ACH or wire is available.

BILL TO

Billing Client:	Mountain View Whisman School District
Billing Street:	1400 Montecito Avenue
Billing City:	Mountain View
Billing State:	California
Billing Postal Code:	94043
Billing Country:	United States

Subscription Services Products

This Order is entered into by and between Subscriber identified above and TS. This Order incorporates the Subscription Services Terms and Conditions at https://teachingstrategies.com/agreement-and-policies/ (together with this Order, the "Agreement"). The Agreement sets forth the terms pursuant to which TS will provide access to Subscription Services. Subscriber must sign and deliver a copy of this Order to receive access to the Subscription Services set forth in this Order.

The subscription period will begin on 09-03-2025 and expire on 09-02-2026 ("Term") unless noted otherwise in the

subscription details below.

The administrator identified for this subscription is:
Terri Kemper
tkemper@mvwsd.org

Subscription Details			
Product	Qty	Start	End
ReadyRosie Classroom Resources	8	09/03/2025	09/02/2026

California Department of Education
Nutrition Services Division
Form ID PRU-07b

Procurement Resources Unit
January 2022

CONTRACT EXTENSION

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED Pages

Renewal (Extension Number)	Agreement Number (Base year)
2	2023-2024

1. This Extension Agreement is entered into between the School Food Authority and Contract Vendor named below:

   SCHOOL FOOD AUTHORITY'S NAME
   Mountain View Whisman School District

   Contract Company
   The Bonami Baking Company Inc.

2. Base year contract term: Effective date: **9-1-2023** Expiration date: **8/31/2024**

   Extension year: Effective date: **9-1-2025** Expiration date: **8/31/2026**

3. The maximum dollar amount of this contract:
   $250,000 (maximum dollar amount)

4. Vendor Services:
   Fresh Baked Goods

5. The parties mutually agree to this extension.

The School Lunch Program is operated in accordance with U.S. Department of Agriculture policy which does not permit discrimination because of race, color, sex, age, handicap or national origin. Any person who believes that he or she has been discriminated against in any U.S.D.A. activity should write to the Secretary of Agriculture, Washington, D.C. 20250

Contracted Vendor	
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* The Bonami Baking Company, Inc.	
BY *(Authorized Signature)* [signature]	DATE SIGNED *(Do not type)* 5/14/25
PRINTED NAME AND TITLE OF PERSON SIGNING Tania Cuellar, Secretary C.F.O.	
ADDRESS 380 east 10th St. Pittsburg CA. 94565	
SCHOOL FOOD AUTHORITY	
SCHOOL FOOD AUTHORITY NAME Mountain View Whisman School District	
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*
PRINTED NAME AND TITLE OF PERSON SIGNING Rebecca Westover Chief Business Officer	
ADDRESS 1400 Montecito Ave. Mountain View Ca 94040	

California Department of Education
Nutrition Services Division
Form ID PRU-11

Procurement Resources Unit
January 2025

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

A. The participant or respondent certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

The Bonami Baking Co., Inc
Participant or Respondent Company Name

Award Number, Contract Number, or Project Name

Tania Cuéllar, Secretary C.F.O.
Name(s) and Title(s) of Authorized Representatives

Signature(s)

5/14/25
Date

California Department of Education
Nutrition Services Division
Form ID PRU-12

Procurement Resources Unit
January 2025

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization: The Bonami Baking Co., Inc

Street address: 390 E 10th Street

City, State, Zip: Pittsburg, CA 94565

Tania Cuéllar

CERTIFIED BY: (type or print)

TITLE: Secretary, CFO

(Signature)

5/14/25
(Date)

California Department of Education
Nutrition Services Division
Form ID PRU-12

Procurement Resources Unit
January 2025

Approved by OMB 0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

1. **Type of Federal Action:** (a) contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. **Status of Federal Action:** (a) bid/offer/application b. initial award c. post-award	3. **Report Type:** (a) initial filing b. material change **For material change only:** Year___ quarter___ Date of last report___

4. **Name and Address of Reporting Entity:** ✓ Prime ___ Subawardee Tier ___, if Known: **Congressional District, if known:** 11th	5. **If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: The Bonanni Baking, Co., Inc. 390 E 10th Street Pittsburg, CA 94565 **Congressional District, if known:** 11th
6. **Federal Department/Agency:**	7. **Federal Program Name/Description:** CFDA Number, *if applicable*: ___
8. **Federal Action Number,** *if known:*	9. **Award Amount,** *if known:* $
10. a. **Name and Address of Lobbying Registrant** *(if individual, last name, first name, MI):*	b. **Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: [signature] Print Name: Tania Cuellar Title: Secretary, C.F.O. Telephone No.: (925) 473-9736 Date: 5/14/25

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

California Department of Education
Nutrition Services Division
Form ID PRU-21

Procurement Resources Unit
January 2025

PRU-21 China Prohibition Certification

Instructions to program operator:
To ensure compliance with the Consolidated Appropriations Act of 2021 that was signed into law on December 27, 2020, all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China. It is the program operator's responsibility to ensure the country of origin for all nondomestic raw or processed poultry products, whether purchased directly by the program operator or on their behalf. The prohibition set forth in the Consolidated Appropriations Act of 2021 (Public Law 116–260) Division A, Section 764, does not allow for any exceptions.

Implementation of this prohibition should be done by including the provision in all procurement solicitations and contracts for the procurement of poultry. To ensure compliance with the prohibition, program operators should obtain a certification of acknowledgement from their supplier, e.g., manufacturer, processor, or distributor, that acknowledges their agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116–260). A sample of the certification language is attached to this communication and is also located below.

Sample Certification Language:

The Consolidated Appropriations Act of 2021 (Public Law 116–260), Division A, Section 764 (signed into law on December 27, 2020), prohibits all Child Nutrition Programs from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China.

We The Bonany Baking Co. (insert vendor name), certify that our breads (insert product name) did not use federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China.

We further acknowledge that noncompliance with this federal requirement may result in a finding of disallowable cost(s).

Additional Information:

The program operator and their supplier, e.g., manufacturer, processor, or distributor, should provide signatures by an authorized representative for each entity that acknowledges their agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116–260).

California Department of Education
PRU 13

Nutrition Services Division
December 2019

Certificate of Independent Price Determination

Both the SFA and FSMC shall execute this Certificate of Independent Price Determination.

Name of FSMC	Name of SFA
The Bonami Baking, Co.	

A. By submission of this offer, the offeror (FSMC) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:

1. The prices in this offer have been arrived at independently—without consultation, communication, or agreement for the purpose of restricting competition—as to any matter relating to such prices with any other offeror or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid proposal opening in the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and

3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the offeror certifies that:

1. He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

2. He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

_____

_____

Signature of FSMC's Authorized Representative	Title	Date
	Secretary, C.F.O.	5/14/25

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of SFA's Authorized Representative	Title	Date

Note: Accepting a Respondent's offer does not constitute award of the contract.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: The Bonami Baking C.O.

***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}**

☒ 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.

Done in 23-24

☐ **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:	Deborah M. Austin	Signature:	
Date:	5/16, 2025	Date:	May 20, 20 25
Print Name:	Deborah M. Austin	Print Name:	Dr. Rebecca Westover
Print Title:	Director of Child Nutrition	Print Title:	Chief Business Officer

For Department:

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 _____ ("**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:** West Coast Arborists, Inc.
Dated: May 13, 20 25	Dated: May 14, 20 25
Signature:	Signature:
Print Name: Dalewyn Spinks	Print Name: Patrick Mahoney
Print Title: Director, MOT	Print Title: 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

WEST COAST ARBORISTS, INC.
390 Martin Avenue Santa Clara, CA 95050
408.855.8660 Phone 408.844.8606 Fax WCAINC.COM

Proforma # 93220

PROFORMA FOR TREE MAINTENANCE SERVICES

CUSTOMER INFORMATION

Main Contact
DALEWYN SPINKS
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
1175 CASTRO STREET
MOUNTAIN VIEW, CA 94040
650.526.3570 dspinks@mvwsd.org

Billing Contact
ACCOUNTS PAYABLE
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
1175 CASTRO STREET
MOUNTAIN VIEW, CA 94040
accountspayable@mvwsd.org

Inventory Needed	Link Funds to Job #	Purchase Order #	DIR Project ID #
Yes	83631		

JOB LOCATION

Various school locations

SCOPE OF WORK

Tree pruning, planting, tree removals, stump removals, arborist services, plant health care, emergency services, and specialty equipment rental. Arborist services, include but not limited to: arborist reports, general tree health assessments, level #1,2, and 3 risk assessments.

QTY	DESCRIPTION	U/M	UNIT PRICE	TOTAL
	Arborist Services	Hour	$165.00	$0.00
	Emergency Response - per men	Man Hour	$120.00	$0.00
	Specialty Equipment Rental w/out Operator	Hour	$129.00	$0.00
	Tree Maintenance Worker - per man (regular working hours)	Man Hour	$99.00	$0.00
			GRAND TOTAL:	**$0.00**

COMMENTS

Specialty equipment consist of crane, loader, roll-off truck, 80' and 90' aerial, and masticator. 1. Hourly labor rates for tree maintenance and certified arborist consulting services - see rate sheet.2. Charges for any specialized services (e.g., emergency tree removal, detailed tree assessments) - see rate sheet.3. Any additional fees, such as call-out charges or minimum service fees- 3 hour minimum fee for emergencies. 4. Estimated response time for call-outs. 2 hours emergency response from time call received. Other work will be scheduled at a convenient time for both parties.5. Any relevant terms or conditions- contract in place with School District6. We appreciate your time and consideration in providing this information. Please feel free to include any additional details you think may be helpful.- School District and WCA have a valid GIS tree inventory. We will be granting access to any new personnel the District may request. WCA is willing to work during school days off or Saturdays at no extra cost to the District.

CONTINUED

WEST COAST ARBORISTS, INC.
390 Martin Avenue Santa Clara, CA 95050
408.855.8660 Phone 408.844.8606 Fax WCAINC.COM

Proforma # 93220

PROFORMA FOR TREE MAINTENANCE SERVICES

DISCLAIMER: West Coast Arborists, Inc. ensures the quality of work performed, however, we do not ensure the agency's entire tree population from failure. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances. The controlling authority must manage trees and accept some degree of risk. Only work identified in the scope of the proposal and in the contract line item is included in our quote or invoice. All work will be completed in accordance with ANSI A300 standards. Price reflects payment under prevailing wage rates under the wage determination: Tree Maintenance Laborer and report of certified payroll to the Department of Industrial Relations as applicable in accordance with state labor laws. PROPOSAL IS VALID FOR 90 DAYS.

CA Contractors License 366764 | Federal Tax ID: 95-3250682 | CA DIR Registration 1000000956

JUAN ORTIZ	AREA MANAGER	11/06/24
ESTIMATED BY	TITLE	DATE
ACCEPTED BY	TITLE	DATE

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: WEST COAST ARBORISTS, 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: Sent request to 5 different contractors via email
  - ☒ __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.

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:	May 15, 20 25	Date:	May 15, 20 25
Print Name:	Dalewyn Spinks	Print Name:	Rebecca Westover
Print Title:	Director, MOT	Print Title:	CBO

For Department: MOT

Checklist not required for school sites

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Western Roofing Service

***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}** Emailed 5 C - 39 Roofing Contractors for Rate Sheet

☑ **Up to $75,000**, completed the following items: Based on 24/25 Email Request for Labor Rates

☑ __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:	May 13, 2025	Date:	May 19, 2025
Print Name:	Dalewyn Spinks	Print Name:	Dr. 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

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on May 29, 20 25 ("**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 roofing repair, preventative maintenance, and emergency response services to include leak detection and repair, routine inspections, roof asset management, and 24/7 emergency support to address urgent roofing issues.

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)

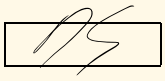
Check one of the options below:

☐ **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:** _____

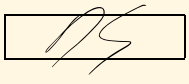
(This portion to be filled out by District Representative)

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:** Western Roofing Service
Dated: May 13th, 2025	Dated: May 13, 2025
Signature:	Signature: Rick Padfield Digitally signed by Rick Padfield DN: C=US, E=rpadfield@westroof.com, O=Western Roofing Service, CN=Rick Padfield Date: 2025.05.13 13:09:00-07'00'
Print Name: Dalewyn Spinks	Print Name: Rick Padfield
Print Title: Director, MOT	Print Title: Vice President

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: _____, 20____	Dated: _____, 20____
Signature: _____	Signature: _____
Print Name: Dr. Rebecca Westover	Print Name: Jeffrey Baier
Print Title: Chief Business Officer	Print Title: Superintendent

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: 05/29/2025 For Contract: x Review Ratification

WESTERN ROOFING SERVICE

Attachment A

DATE: 04/02/2025

WESTERN ROOFING SERVICE (hereinafter referred to as "Contractor") proposes to perform and furnish the labor, materials, insurance, supervision, equipment and warranty as described herein for:

A. CONTRACT SUM: Contractor shall perform the Scope of Work as referenced above on a “time and material basis” at the rates specified below. Contract Amount **NOT TO EXCEED $ 45,000** without written authorization to proceed.

Standard Rate:	$148.00 per hour per man *
Saturday & Off Hours:	$178.00 per hour per man*
Sunday:	$208.00 per hour per man*
Materials:	Cost + 15% mark-up
Truck Fee:	$15.00 hr.

- *Minimum crew size is 2 men ($296.00 hr.)
- Above rate includes overhead and small tools.
- Additional equipment, if required, is available at the rental cost + 15% mark-up.
- Travel time will be charged at the above rates.

C. TERMS AND CONDITIONS: The terms and conditions set forth are a part of this proposal. This proposal/contract is intended to be the entire agreement between the parties. Any additional or different terms beyond what is set forth in this proposal/contract shall not be effective unless specifically accepted by Contractor by a signed document indicating Contractors’ agreement to be bound thereto.

D. This Proposal is subject to revision or withdrawal by Contractor for any reason until communication of acceptance, and may be revised after communication of acceptance where an inadvertent error by Contractor has occurred. This Proposal expires thirty (30) days after the date stated above if not earlier accepted, revised or withdrawn.

By: Rick Padfield Title: Project Manager/Estimator

Ph. 415-716-7488 / email rpadfield@westroof.com

Owner/Customer:_____ By: _____

Title: _____ Date:

(PLEASE INITIAL AND RETURN ALL SUPPLIMENTAL PAGES/ATTACHMENTS)

Accepted / Initial: _____

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

PROJECT CORNERSTONE
A YMCA of Silicon Valley Initiative

Memorandum of Understanding
YMCA of Silicon Valley Project Cornerstone & Mountain View Whisman School District
July 2025 – June 2026

This memorandum of understanding outlines the agreement between the YMCA of Silicon Valley Project Cornerstone (Project Cornerstone) and Mountain View Whisman School District (MVWSD) regarding implementation of the Project Cornerstone School Partnership during the period of July 2025 – June 2026.

Project Cornerstone will partner with MVWSD to help provide a positive school climate with social and emotional learning support for all its students and to increase parent/adult and staff engagement. The goal of this collaboration is to educate both adults and students on how to create an environment where all youth feel valued, respected, and known. Project Cornerstone programs and services instill a sense of belonging and empowerment to help youth succeed and thrive. Project Cornerstone continues to offer both in-person and virtual services, depending on the training, workshops, and programs.

1. **Use of Resources:**
   a. Project Cornerstone will assign a director to provide service coordination.
   b. MVWSD will assign a liaison to coordinate services.
   c. MVWSD will provide space for services and programs at no cost to Project Cornerstone.

2. **Payment and Service Report Terms:**
   a. MVWSD will pay Project Cornerstone $12,705 due August 11, 2025.
   b. Project Cornerstone will submit an end-of-year report on services provided by mid-June 2026.

3. **Coordination and Delivery of Services from the Project Cornerstone "menu" include programs such as the following:**
   a. At elementary school sites: ***Bilingual Preschool, Transitional Kindergarten/Kindergarten (TK/K)***, ***Asset Building Champions (ABC)***, and/or ***Los Dichos*** program(s), including the 2025-26 curriculum, training, and support. Schools, districts, or organizations cover an additional cost for books, purchased directly from book sellers.
   b. At middle school sites: ***Middle School SEL (Social and Emotional Learning) Program*** including the 2025-26 curriculum, training, and support. Other middle school asset building activities may also be supported.

4. **Coordination and Delivery of Services from the Project Cornerstone "menu" may include services/programs such as the following, depending on Project Cornerstone's staffing capacity/calendar:**
   a. Half-day student workshop (grades 4-8), ***Expect Respect***, and ongoing support to develop leadership skills, educate students about ways to reduce bullying, and promote healthy behaviors on campus. Students will develop action plans to promote safe, caring school climates, which will be implemented during the school year with the support of a school faculty/adult advisor.

   b. ***Staff Professional Development*** training (1.5 hours/session): Topics from the Project Cornerstone "menu" may include Introduction to Developmental Assets, Inclusion, Classroom Management, or other topics on the menu. Custom staff professional development training (including consultation, customized content development and activities, and delivery) may be offered for an additional fee (not covered in this MoU).

   c. ***Parent Education*** single-session workshops (1. 5 hours/session): Topics include, but are not limited to, Developmental Assets/Relationships, bullying prevention, understanding adolescent brain development, creating caring relationships, and stress management.

   d. The ***Take It Personally*** educational workshop series for parents/adults: The series typically runs for six weeks with one 90-minute session each week. The curriculum uses Developmental Assets as the foundation to build positive

relationships in families and communities. Attendees, schools, districts, or organizations cover an additional cost for workbooks and handout materials at $20 per attendee (not covered in this MoU).

5. **Volunteers and Staff**
   a. MVWSD is responsible for setting and enforcing school/district requirements (e.g., fingerprinting, TB testing, vaccination, if applicable) for volunteers and/or school employees and tracking the follow-through of such requirements.
   b. Project Cornerstone is responsible for setting and enforcing YMCA requirements (e.g., fingerprinting, TB testing, vaccination, if applicable) for YMCA Project Cornerstone employees and tracking the follow-through of such requirements.
   c. School volunteers trained by Project Cornerstone are also trained on the YMCA Volunteer Code of Conduct. In a school setting, volunteers must always be supervised by a school/district employee when working with students.
   d. MVWSD is responsible for supervising school volunteers trained by Project Cornerstone and reinforcing the follow-through of all school/district requirements and the YMCA Volunteer Code of Conduct.

6. **Insurance**
   The YMCA of Silicon Valley (YMCA) will maintain for the duration of this agreement insurance against claims for injuries to person or damages to property which may arise from the YMCA, its agents, representatives, employees, or subcontractors.

7. **Indemnification**
   The YMCA shall defend, indemnify, and hold harmless MVWSD, including its officers, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable attorney's fees and costs, incurred by MVWSD which arise out of or relate to the wrongful, willful, or negligent act or omission of the YMCA, its officers, directors, employees or agents, in the performance of this agreement.

   MVWSD shall defend, indemnify, and hold harmless the YMCA, including its officers, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable attorney's fees and costs, incurred by the YMCA which arise out of or relate to the wrongful, willful, or negligent act or omission of MVWSD, its officers, directors, employees or agents, in the performance of this agreement.

8. **Application Law**
   This Agreement represents the entire understanding of the parties, and it is under jurisdiction and subject of the State of California.

9. **Termination of Agreement**
   Each party has the right to terminate this contract if the other party has materially breached any obligation herein and such breach remains uncured for a period of thirty (30) days after written notice thereof is sent to the other party.

YMCA of Silicon Valley Project Cornerstone	Mountain View Whisman School District
Rachel Del Monte	
Authorized Signature	Authorized Signature
Rachel Del Monte	Cathy Baur
Printed Name	Printed Name
Chief Operating Officer	Associate Superintendent
Title	Title
3.12.25	
Date	Date

CARING KIDS
CARING SCHOOLS
CARING COMMUNITIES

YMCA Project Cornerstone
Menu of Programs and Services

Project Cornerstone engages students, parents, school staff, and the broader community with programs and services that foster social and emotional skills, and cultivate the attitudes, behaviors, and experiences needed for youth to thrive.

Independent research and program surveys show that Project Cornerstone supports the creation of caring school climates where youth feel valued, respected, and known.

Implementing Project Cornerstone programs leads to positive outcomes such as increased well-being, healthier relationships, greater school engagement, academic success, and lifelong skills.

ENGAGING STUDENTS

- Preschool
- TK/Kindergarten
- ABC (Elementary School)
- Los Dichos (Elementary School)
- Middle School SEL
- Expect Respect (Grades 4-8)
- Student Leadership Council (Grades 9-12)
- Asset of the Month Toolkit
- Summer Fun

ENGAGING PARENTS AND COMMUNITY MEMBERS

- Volunteer Facilitator/Reader for Preschool, TK/Kindergarten, ABC, Los Dichos, or Middle School SEL
- Workshops for Parents and Community Members
  - Single Sessions
  - Take it Personally (TIP)
- Asset of the Month Toolkit

ENGAGING STAFF

- Consultation, Collaboration, and Planning
- Overview of Programs and Services
- Staff Professional Development Trainings

Project Cornerstone partners with schools, community organizations, and businesses.
For more information, contact Debbi Headley, School Partnerships Director, at debbi@projectcornerstone.org.

ENGAGING STUDENTS

School Programs

Project Cornerstone's school programs serve as MTSS Tier 1 support for all students, fostering a shared language and skill set across students, staff, and families. Our programs engage parents and community members as classroom facilitators, aligning with LCAP goals for parent engagement. Volunteers and school staff receive training to confidently lead lessons that build social-emotional skills and a sense of belonging and connection for all students. Each lesson includes a parent/guardian newsletter to extend the learning from school to home, ensuring that parents/guardians understand and can support the skills, tools, and concepts being taught to their students.

Research-Based

Project Cornerstone programs align with the Search Institute's Developmental Assets and Developmental Relationships frameworks and CASEL's 5 Core Competencies of Social Emotional Learning (SEL).

Diversity & Inclusion

Project Cornerstone makes a concerted effort to select highly regarded works of literature for the preschool through elementary programs that reflect the stories and experiences of a diverse demographic of students so that youth can see themselves represented in the books. Selected books magnify the voices of diverse authors and illustrators from marginalized and underrepresented communities.

> "I have learned from YMCA Project Cornerstone ABC that if you are an UPstander, you can help change the world little by little."
>
> – Elementary School Student

> "I found the MS SEL program to be incredibly helpful. I learned how to manage my emotions, identify my values, and cope with stress."
>
> – Middle School Student

Programs

Preschool
A bilingual program (English/Spanish) for 3-year-olds, using carefully selected children's books to teach social-emotional skills and foster a love for literature.

TK/Kindergarten
A 2-year bilingual program (English/Spanish) offering books and activities that build cognitive, social, and emotional skills for 4- and 5-year-olds.

Asset Building Champions (ABC)
A 3-year program focusing on empathy, inclusion, and becoming UPstanders. Students learn life skills like managing emotions, conflict resolution, and celebrating differences through specially selected children's books and Project Cornerstone lesson plans differentiated by grade level for elementary-age students.

Los Dichos
A 3-year bilingual (English and Spanish) program centered on positive cultural identity, with activities that celebrate Latino heritage and teach important social skills using specially selected bilingual children's books and Project Cornerstone lesson plans. Los Dichos provides a unique opportunity for Spanish-speaking parents to engage in their children's education and development.

Middle School SEL
A 3-year program for grades 6-8, offering modules on topics like stress management, conflict resolution, digital citizenship, and navigating friendships. The curriculum includes slide decks embedded with engaging student activities, a high-interest video clip, and opportunities for peer discussion. A pre-recorded lesson is also available for flexibility in facilitation. Schools determine when the modules are taught (e.g., in home room, advisory classes, or during a course such as ELA or PE).

Expect Respect
A leadership program for grades 4-8, focused on empowering students to create an inclusive school community by discussing bullying prevention, empathy, and leadership skills. A Project Cornerstone staff member leads an interactive 3-hour workshop with 20-30 selected students who represent the school population. Students develop an action plan to implement positive changes at their school with the support of a school advisor.

Additional Student Engagement Opportunities

Student Leadership Council (SLC)
A selected group of high school students volunteer as members of the SLC. Students meet regularly with Project Cornerstone and Board Committee members to provide youth voice and participate in projects to enhance and support Project Cornerstone's programs and services while gaining leadership skills.

Asset of the Month Toolkit
This toolkit highlights 12 Developmental Assets, providing monthly editable posters and handouts in English and Spanish. Each handout includes asset descriptions, discussion topics, and activities for engaging youth and is designed for use by schools, after-school programs, community organizations, and families.

Summer Fun
During the summer, Project Cornerstone offers lessons and videos on its website for continued student and family engagement. ABC and Los Dichos lessons include books, daily activities, and family-oriented projects. Middle school lessons feature video content, reflection questions, and a challenge. Conversation starters, focused on a Developmental Asset, provide adults with questions and/or activities to do with youth.

ENGAGING PARENTS AND COMMUNITY MEMBERS

School Volunteer Opportunities

Project Cornerstone invites parents and community members to become trained volunteers, playing a key role in fostering positive school environments and supporting youth development. Volunteers can engage in the Preschool, TK/Kindergarten, ABC, Los Dichos, and Middle School SEL programs, helping students feel valued and respected.

> "Being a volunteer has transformed me into a better individual and parent."
>
> - Parent Volunteer

Workshops for Parents and Community Members

Single-session Workshops
These interactive sessions provide tools for building healthy relationships and improving communication with youth. Workshops are available in English, Spanish, and Vietnamese and can be scheduled in-person or virtually. See current workshop offerings here.

Take it Personally (TIP)
A 6-week workshop series where parents and adults learn about the eight categories of Developmental Assets, reflect on their parenting, and develop skills to support youth. Topics include building a web of support, expressing care, setting/upholding boundaries, and more. Each session is 1.5 hours, available at school sites, district offices, or YMCA branches.

Additional Opportunities for Parents and Community Members

Asset of the Month Toolkit
This toolkit highlights 12 Developmental Assets, providing monthly editable posters and handouts in English and Spanish. Each handout includes asset descriptions, discussion topics, and activities for engaging youth and is designed for use by schools, after-school programs, community organizations, and families.

ENGAGING STAFF

Professional Development and Training

All school staff play a crucial role in building assets and relationships with students and one another. Project Cornerstone offers targeted training to help staff seize opportunities to learn and grow with their colleagues to create meaningful connections and safe, caring environments. Professional development options include:

Building Assets and Relationships on the Playground
Designed for any adult responsible for supervising students during recess, including yard duty staff and parent volunteers. This training offers strategies to manage recess time through an asset-building approach, focusing on reducing negative behaviors.

Classroom Management
Provides teachers with asset-based strategies for classroom management, promoting equity, amplifying diverse voices, and maintaining high standards with support and care.

The Dot Activity: Staff & Student Relationships
Guides staff in an interactive activity to identify which students have positive relationships with caring adults on campus and which students need additional support, leading to action plans to connect with all students.

Inclusion
Fosters a more inclusive school community by exploring equity and inclusion in teaching practices, including discussions on identity, colorblindness vs. seeing color, and creating a culture of zero indifference.

Introduction to Asset Building
Provides an overview of the Search Institute's Developmental Assets framework, illustrating how asset-building promotes well-being, social-emotional skills, and academic success.

Overview of Programs and Services
Provides a comprehensive overview of Project Cornerstone's offerings for students, parents, and staff.

Social and Emotional Learning (SEL) and Asset Building
Explores the alignment between CASEL's SEL core competencies and the Developmental Assets, and how they integrate with PBIS and MTSS frameworks.

Who Takes Care of Us and How Do We Take Care of Each Other?
Focuses on self-care, stress management, and peer support for educators, aimed at fostering a healthier work environment and promoting staff well-being.

Custom Designed Staff Professional Development
Project Cornerstone staff collaborates with school administration to design, develop, and implement the content for a staff PD that meets the specific needs of a school staff. A custom designed staff PD requires an additional fee.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Project Cornerstone

***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:	May 14, 20 25	Date:	May 14, 2025, 20____
Print Name:	Karin Jinbo	Print Name:	Cathy Baur
Print Title:	Director, Health and Wellness	Print Title:	Associate Superintendent

For Department: Educational Services — YMCA Project Cornerstone $12,705

Checklist not required for school sites

Mountain View
Whisman
School District

District Office
T 650.526.3500
1400 Montecito Ave.
Mountain View, CA 94043

JUSTIFICATION

Date: May 14, 2025

Requestor:	Cathy Baur, Associate Superintendent Educational Services
Vendor:	YMCA Project Cornerstone
Reason:	YMCA Project Cornerstone Memorandum of Understanding for 2025-26 school year

Remarks: Upon review of the YMCA Project Cornerstone Memorandum of Understanding for 2025-26 school year, this MOU adequately outlines the services, cost, and appropriate liability coverage outlined in the MVWSD Independent Contractor for Professional Services Agreement. MVWSD has had a long-standing partnership with YMCA Project Cornerstone who has consistently provided high-quality service therefore was included on the Approved Vendor list ratified by MVWSD Board of Trustees on March 6, 2025.

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: DRA2 Discard

Estimated Time:

Person Responsible: Cathy Baur, Associate Superintendent

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, a recommendation that they be sold or disposed of by one of the methods prescribed in law and administrative regulations.
• Currently adopted instructional materials replace various past-adopted materials.
• The following process will be used to discard the identified instructional materials:
o Post a notice to inform parents, students, and teachers that these books are available for them to take
o Destroy or dispose

Fiscal Implication:
None.

Recommended Action:
That the Board approve of the disposal plan.

ATTACHMENTS:

Description	Type	Upload Date
DRA2	Backup Material	3/20/2025

0765276283	DRA2 K-3 Comprehensive Package Includes an updated Teacher Guide, 23 grade K-1 Benchmark Books, and three copies each of 22 grade 2-4 Benchmark Books, a spiral-bound Blackline Masters Book, a Blackline Masters CD (with PDFs), a laminated Assessment Procedures Overview Card with a Record of Oral Reading Guidelines, a Training DVD, a Timing Calculation Clipboard, *DRA World Analysis* (which includes a Teacher Guide, Student Assessment Book, and Training DVD), an Organizer with hanging folders, and 30 Student Assessment Folders. *DRA K-3* is also available with the *Online Management System* version 3.0 and the optional DRA Online Writer pen and paper, powered by Anoto as well as Teacher Observation Guides on Anoto paper.
0765276313	DRA2 K-3 Upgrade Package Includes an updated Teacher Guide, 1 copy each of 23 grade K-1 Benchmark Books, and 3 copies each of 22 grade 2-4 Benchmark Books, a laminated Assessment Procedures Overview Card with a Record of Oral Reading Guidelines, a spiral-bound Blackline Masters Book, a Blackline Masters CD (with PDFs), a Training DVD, and 1 Student Record File.
0765279630	Set of 30 Assessment Folders

0765276291	DRA2 4-8 Comprehensive Package Includes a Teacher Guide, three copies each of 28 Benchmark Books, a spiral-bound Blackline Masters Book, a Blackline Masters CD (PDF format), a laminated Assessment Procedures Overview Card with Record of Oral Reading Guidelines, a training DVD, a Timing Calculation Clipboard, an organizer with hanging folders, and 30 Student Assessment Folders. *DRA 4-8* is also available with the *Online Management System* version 3.0 and the optional *DRA Online* Writer pen powered by Anoto as well as Teacher Observation Guides on Anoto paper.
0765276321	DRA2 4-8 Upgrade Package Includes a Teacher Guide, a spiral-bound Blackline Masters Book, a Blackline Masters CD (PDF format), three copies each of 28 Benchmark Books, a laminated Assessment Procedures Overview Card with Record of Oral Reading Guidelines, a training DVD, and 1 Student Record Folder.
0765279649	Set of 30 Assessment Folders

0765276305	DRA2 K-6 SPANISH

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Update on Proposition 28 and Annual Financial Report

Estimated Time:

Person Responsible: Geoff Chang, Director of Federal, State, and Strategic Programs

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Background:
Proposition 28 funds approximately $600K of new arts programs for MVWSD. This update gives a review of the requirements and an overview of our planning process during the 2024-25 school year. This report also includes the required annual financial report.

Fiscal Implication:
$600K in restricted Proposition 28 funds

Recommended Action:
None.

ATTACHMENTS:

Description	Type	Upload Date
Update on Proposition 28	Exhibit	5/21/2025
Prop 28 Annual Financial Report	Exhibit	5/21/2025

Report to the MVWSD Board of Trustees

Update on Proposition 28 Arts and Music Programs

Prepared by Geoff Chang, Director of Federal, State, and Strategic Programs

Annual Financial Report for Prop 28

Prepared by Rebecca Westover, Chief Business Officer

May 2025

Background:

In November 2022, California voters approved Proposition 28, the Arts and Music in Schools Funding Guarantee and Accountability Act (Prop 28), which sets aside annual state funding to supplement arts programs in public schools. Annual apportionments are allocated on a per school site basis and calculated based on general enrollment and Free and Reduced Lunch Program enrollment.

Apportionment Details:

- MVWSD sites are being allocated approximately $600K total per year. Annual apportionments can be expended over a three year period.
- Funds must supplement, not supplant existing arts programs in the baseline year (the year before Prop 28 funds are first utilized).
- The first allocation (23-24) will expire at the end of the 25-26 academic year. The second allocation (24-25) will expire at the end of the 26-27 academic year. Similar to other state funds, the final allocation per academic year is sent to school districts in the middle of each academic year.
- Due to the gradual rollout of detailed rules for how the funds can be spent, MVWSD made the strategic decision to delay the planning process until Winter 2024.
- At least 80% of Prop 28 funds must be spent on the hire of certificated and classified instructors for the arts. Up to 20% can be spent on materials, training, contracts, etc.
- The state allows districts to apply for a waiver to allow non-staffing expenditures to exceed 20% of the total apportionment under certain conditions.
- There is no penalty for not spending all of the annual apportionment within three years - unspent funds would be returned to the state and redistributed.
- MVWSD's Annual Financial Report for Prop 28 is linked below and attached.

What types of programs can be funded?

- According the official CDE FAQ: Arts education programs that provide (but is not limited to) instruction and training, supplies, materials, arts educational partnership programs for instruction in dance, media arts, music, theater, and visual arts including folk art, painting, sculpture, photography, craft arts, creative expression including graphic arts and design, computer coding, animation, music composition, ensembles, script writing, costume design, film, and video.
- Programs may take place during the school day or after school.

How does this impact existing elementary art and music funding?

- MVWSD already has a robust art and music program for all students. In elementary schools, arts and music classes are provided by the Community School of Arts and Music (CSMA) with funding from the

Mountain View Educational Foundation (MVEF). We also directly employ multiple full-time art and music teachers for the middle schools.

- Prop 28 funds must be used for *additional* programs and cannot be used to pay for existing ones. This has slightly complicated MVEF's donation messaging due to donor questions. If Prop 28 funds were used instead of MVEF funds for our CSMA programs, this would be an audit finding, and the district would be asked to return that money.

How did we determine how we would like to spend the funds?

- According to state and county guidance, "School administrators, in collaboration with teachers, families, and students, should together make the decision on what programs to fund."
- In Winter 2024-25, students, staff, and community members submitted their input via surveys. Principals also facilitated discussions at various school-based meetings. District staff also facilitated many working conversations with principals about apportionment details, regulations, and site needs and desires related to arts programming.
- Based on community input and the individual contexts of their schools, all principals completed individual School Site Expenditure Plans (SSEP), which outlined planned expenditures for the 2025-26 school year. District staff reviewed, gave feedback on, and eventually approved each SSEP. Statute does not require these plans to be board-approved nor submitted to CDE.

School Site Expenditure Plans - a summary

- Most school sites chose to use Prop 28 funds for after school programs because the daytime schedules are already very full.
- At the time of writing, staff are in the midst of the hiring process for new part-time teachers to begin working in 25-26.
- Landels plans to hire a single part-time after school arts teacher to run its own programs.
- Bubb plans to hire up to two choir teachers for after school music programs.
- The other seven elementary schools are pooling funds to hire a group of after school arts teachers who will rotate through the sites over the course of the year. In 25-26 the district will help to establish the program and coordinate details. The participating schools will take on the administrative responsibilities in 2026 and beyond.
- Crittenden plans to hire after school animation and dance teachers.
- Graham plans to hire music coaches for music classes during the regular school day.

Considerations

- Coordinating after school arts programs for seven elementary schools and the existing ELOP after school programs/providers will be significantly more complex than the work done to this point: new employees will need training and supervision that cannot easily be done by principals.
- Day to day support and supervision of a multi-site after school program will be a collaborative effort between existing district staff and site administrators for now.
- Prop 28 rules only allow a maximum of 1% to be spent on administration, including indirect funds. However, a coordinator role may become necessary in the future due to the complexity of after-school programming.

Next steps

- Continue with hiring qualified arts teachers until all positions are filled.
- Establish specific expectations and processes for Prop 28 programs and staff.

- Train new staff, then continuously monitor and assess their performance.
- Keep track of Prop 28 expenditures.
- In case we are unable to hire enough additional arts staff by October 2025, the district will submit a waiver to allow us to spend the remaining funds on non-staff expenditures (supplies, contracted services, etc.)
- Present our progress to the board in Winter 2025-26.

Summary:
Prop 28 AMS is a unique opportunity to increase students' access to arts education across our district and state. Creating sustainable plans that meet our schools' needs and the state requirements will require careful planning and detailed execution. The hiring of new staff and creation of new programs will intersect with almost all other aspects of district programs and undoubtedly there will be many logistical challenges to solve. In the long run, however, these new funds can make a significant impact on the creative lives of not just students, but teachers and families as well.

Annual Financial Report:
https://drive.google.com/file/d/1aMutmfPDzv0zJVwWfkJb70xqyOdc-HVl/view?usp=drive_link

Proposition 28: Arts and Music in Schools Funding Annual Report

Fiscal Year 2024-25

Name: Mountain View Whisman
CDS Code: 4369591-0000000
Allocation Year: 2024-25, 2023-24

1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

The District will implement and pend the 2023-24 Prop28 allocation in 2025-26 and 2024-25 allocation in 2026-27

2. Number of full-time equivalent teachers (certificated).	0.0
3. Number of full-time equivalent personnel (classified).	0.0
4. Number of full-time equivalent teaching aides.	0.0
5. Number of students served.	0
6. Number of school sites providing arts education.	0
Date of Approval by Governing Board/Body	6/12/2025 12:00:00 AM

Annual Report Data URL

https://www.mvwsd.org/district_business/budget_and_bonds/financial_reports

Submission Date 5/12/2025 1:16:43 PM

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Resolution No. 05-050825, Year-End Budget Transfer Authorization for Fiscal Year 2024-2025

Estimated Time:

Person Responsible:
Nadia Pongo, Director of Fiscal Services
Rebecca Westover, Ed.D., Chief Business Officer

Background:
As the fiscal year draws to a close, it is common for certain expenditure classifications to exceed their remaining balance in certain budget classifications. To ensure the District can meet its financial obligations without delay, the attached resolution authorizes the Chief Business Officer to make necessary budget transfers within the 2024–25 fiscal year.
This authority helps avoid interruptions in operations and ensures that all year-end financial obligations can be met in a timely and efficient manner.
All transfers made under this authority will be consistent with state regulations and District accounting practices. This resolution does not grant permission to enter into any contracts.

Fiscal Implication:
None.

Recommended Action:
It is recommended that the Board of Trustees approve Resolution No. 05-050825, Year-End Budget Transfer Authorization for Fiscal Year 2024-2025, as presented.

ATTACHMENTS:

Description	Type	Upload Date
Resolution No. 05-050825, Year-End Budget Transfer Authorization for Fiscal Year 2024-2025	Backup Material	5/21/2025

Mountain View Whisman School District
Resolution No. 05-050825

RESOLUTION TO AUTHORIZE YEAR-END BUDGET TRANSFER FOR FISCAL YEAR 2024-25

WHEREAS, it is anticipated that expenditures during the month of June 2025 may exceed the remaining balances in certain budget classifications; and

WHEREAS, it is the desire of this Board to avoid delays in payment of liabilities of the district which may result if the governing board is required to adopt resolutions for budget transfers at the close of the school year; and

WHEREAS, Section 42600 of the Education Code provides for the eventuality of budget transfers required at the close of the fiscal year by authorizing the Chief Business Officer the power to make such transfers as may be necessary to permit the payment of obligations incurred during the current fiscal year;

NOW, THEREFORE, BE IT RESOLVED that the Chief Business Officer is hereby authorized and directed to make such necessary budget transfers between and/or among the undistributed reserve, the reserve for contingencies, and the various expenditure classifications, to permit the payment of obligations of the District incurred in the fiscal year 2024-25.

PASSED AND ADOPTED BY the Governing Board of the Mountain View Whisman School District of Santa Clara County, State of California, this 8th day of May 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 5/29/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: (Action) Second Reading of Board Policies and Board Bylaws

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.

At the May 8, 2025, Regular Board Meeting, Trustees approved the recommended changes to the following Board Policies and Board Bylaws:

- BP 5141.52 Suicide Prevention
- BP 6159 Individual Education Program
- BP 6159.2 Nonpublic Nonsectarian School and Agency for Special Education
- BB 9224 Oath of Affirmation
- BB 9260 Legal protection

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
CSBA Board Policy 5141.52 Suicide Prevention	Backup Material	5/1/2025
REDLINED Board Policy 5141.52 Suicide Prevention	Backup Material	5/1/2025
CSBA Board Policy 6159 Individual Education Program	Backup Material	5/1/2025
REDLINED Board Policy 6159 Individual Education Program	Backup Material	5/1/2025
CSBA Board Policy Nonpublic Nonsectarian School and Agency for Special Education	Backup Material	5/1/2025
REDLINED Board Policy Nonpublic Nonsectarian School and Agency for Special Education	Backup Material	5/1/2025
CSBA Board Bylaw 9224 Oath or Affirmation	Backup Material	5/1/2025
REDLINED CSBA Board Bylaw 9224 Oath or Affirmation	Backup Material	5/1/2025
CSBA Board Bylaw 9260 Legal Protection	Backup Material	5/1/2025
REDLINED Board Bylaw 9260 Legal Protection	Backup Material	5/1/2025
Board Policies Background	Backup Material	5/6/2025

Policy 5141.52: Suicide Prevention

Status: ADOPTED

Original Adopted Date: 07/01/2009 | **Last Revised Date:** 03/01/2025 | **Last Reviewed Date:** 03/01/2025

CSBA NOTE: Education Code 215 mandates the Governing Board of any district serving students in grades K-12 to adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide) with specified components. The required components are addressed in this policy and the accompanying administrative regulation.

Pursuant to Education Code 215, as amended by SB 1318 (Ch. 645, Statutes of 2024), the California Department of Education (CDE) is required, by July 1, 2026, to update its, "Model Youth Suicide Prevention Policy for Local Educational Agencies that Serve Kindergarten through Twelfth Grade Students," to address crisis intervention protocols in the event of a student suicide crisis. On or after July 1, 2026, the Board is required to, during its next regularly scheduled review of its student suicide prevention policy, update its policy to include the best practices identified in CDE's updated Model Policy.

The following policy is consistent with CDE's Model Policy, which also includes an extensive list of resources to assist in the prevention, intervention, and postvention of student suicide. Districts are encouraged to work closely with their county behavioral health department to identify and access resources at the local level.

The Mental Health Services Oversight and Accountability Commission developed a suicide prevention plan for the state which is published in, "Striving for Zero: California's Strategic Plan for Suicide Prevention 2020-2025," available on its website. The plan presents strategic aims, with related goals, objectives, and an implementation schedule. Districts may find the strategic plan useful in learning more about the stigma associated with behavioral health needs, myths and misconceptions about suicidal behavior and its hinderance to prevention efforts, suicidal behavior, risk and protective factors, and best practices in suicide prevention. Additionally, the Commission published, "Accelerating Transformational Change: Strategic Plan for 2024-2027," which includes the goals of supporting school-based mental health.

The California Department of Public Health, Office of Suicide Prevention (OSP) is the designated state entity responsible for coordinating and aligning statewide suicide prevention efforts and resources. OSP's youth suicide prevention projects, including the Youth Suicide Prevention Media and Outreach Campaign, are available on OSP's website. The California Department of Health Care Services provides free mental health and wellness resources to schools through its CalHOPE Schools Initiative.
Additionally, SchoolSafety.gov is an interagency website created by the U.S. Department of Homeland Security, U.S. Department of Education (USDOE), U.S. Department of Justice (DOJ), and U.S. Department of Health and Human Services to provide districts with actionable recommendations to create safe and supportive learning environments for students, including information about suicide management.

The following policy and accompanying administrative regulation should be revised to reflect district practice and the grade levels offered by the district.

The Governing Board recognizes that suicide is a leading cause of death among youth, that prevention is a collective effort that requires stakeholder engagement, and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior, its impact on students and families, and other associated trauma, the Superintendent or designee shall develop measures, strategies, practices, and supports for suicide prevention, intervention, and postvention.

In developing and updating district policy and procedures for suicide prevention, intervention, and postvention, the Superintendent or designee shall consult with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts. If the policy will affect K-6 students, the county mental health plan shall also be consulted. (Education Code 215)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Education Code 215 does not define "school and community stakeholders" or "school-employed mental health professionals" who must be consulted in the development of policy. The following paragraph details examples that are consistent with CSBA and CDE recommendations.

School and community stakeholders and school mental health professionals with whom the Superintendent or designee shall consult may include district and school administrators, school counselors, school psychologists, school social workers, school nurses, other staff, parents/guardians and caregivers, students, local health agencies, mental health professionals, community organizations, law enforcement, legal counsel, and/or the district's risk manager or

insurance carrier. The Superintendent or designee may also collaborate with county and/or city governments in an effort to align district policy with any existing community suicide prevention plans.

CSBA NOTE: Pursuant to Education Code 215, as amended by SB 1318, if the district does not have a school mental health professional or contract with a mental health professional, the Board is encouraged to consider, when reviewing its policy on suicide prevention, whether funding should be identified for purposes of hiring a school mental health professional.

When developing or reviewing district policy on suicide prevention, the Superintendent or designee may make a recommendation regarding the need to hire a mental health professional for the district, or for any school that is not currently served by a mental health professional, and the possible funding source(s) for such hiring.

Measures and strategies for suicide prevention, intervention, and postvention shall include, but are not limited to:

CSBA NOTE: Education Code 215 mandates that the district's policy address any training on suicide awareness and prevention to be provided to teachers of students in all grade levels served by the district. See the accompanying administrative regulation for additional language fulfilling this mandate. Additionally, Education Code 49604 encourages each district to provide suicide prevention training at least once to each middle, junior high, and high school counselor. Item #1 should be revised to specify the categories of employees who will receive the training.

1. Staff development on suicide awareness and prevention for teachers, interns, school counselors, and others who interact with students, including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers

   CSBA NOTE: Items #2-9 below reflect optional strategies for suicide prevention, intervention, and postvention and may be revised to reflect district practice.
2. Instruction to students in problem-solving, coping, and resiliency skills to promote students' mental, emotional, and social health and well-being; help-seeking strategies and resources; and instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious relationships among students

4. The review of materials and resources used in awareness efforts and communications to ensure they align with best practices for safe and effective messaging about suicide

5. The provision of information to parents/guardians and caregivers regarding risk and protective factors, warning signs of suicide, the severity of the suicide problem among youth, the district's suicide prevention curriculum, the district's suicide prevention policy and procedures, basic steps for helping suicidal youth, the importance of communicating with appropriate staff if suicide risk is present or suspected, access to suicide prevention training, and/or school and community resources that can help youth in crisis

6. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions

   CSBA NOTE: Pursuant to Education Code 215, as amended by SB 1318, CDE is required to update its Model Policy, by July 1, 2026, to address crisis intervention protocols in the event of a student suicide crisis. The Board is required to update its suicide prevention policy to include the best practices identified in CDE's updated Model Policy when it next reviews this policy after July 1, 2026.
7. Crisis intervention protocols for addressing suicide threats or attempts

8. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

   CSBA NOTE: The National Association of School Psychologists recommends that the district and/or school sites create a suicide prevention crisis team to assist in effectively identifying and intervening with students who are at risk of suicidal behavior, including adoption and implementation of policies and procedures. It is recommended that such teams include, at a minimum, administration, mental health staff, and school security personnel. CDE also recommends that students are included on the team, to represent the student voice. The same crisis intervention team may be established to address broader mental health concerns as described in

BP 5141.5 - Mental Health.

9. Establishment of district and/or school-site crisis intervention team(s) to ensure the proper implementation and review of this policy and other district practices related to the emotional and behavioral wellness of students, including, but not limited to, the oversight of mental health and suicide prevention training, ensuring the suicide prevention policy, protocols, and resources are posted on the district and school websites, collaboration with community mental health organizations, identification of resources and organizations that provide evidence-based treatment, collaboration to build community response, and compliance with Education Code 215

CSBA NOTE: Education Code 215 mandates that the district's policy specifically address the needs of high-risk groups, including, but not limited to, those listed in the following paragraph. See the accompanying administrative regulation for additional language fulfilling this mandate.

CDE's Model Policy encourages districts to use the California School Climate, Health, and Learning Surveys or other survey data to determine the prevalence of suicidal ideation and behaviors, including patterns or trends, among all students, particularly among identified high-risk populations.

Pursuant to Education Code 218.3, CDE has developed and posted on its website, "Providing Relevant Inclusive Support that Matters for LGBTQ Students (PRISM)," a training curriculum for certificated staff to support lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ) cultural competency. Beginning with the 2025-26 school year, through the 2029-30 school year, districts are required to provide at least one hour of training annually to all certificated employees serving students in grades 7-12, in accordance with Education Code 218.3.

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with exceptional needs, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning. (Education Code 215)

CSBA NOTE: USDOE and DOJ's joint publication, "Supporting and Protecting the Rights of Students at Risk of Self-Harm in the Era of COVID-19," provides that anxiety, depression, or substance use disorder may be considered a mental health disability that entitles a student to special education or related services in accordance with Section 504 of the Rehabilitation Act or the federal Individuals with Disabilities Education Act. While this is written in response to the pandemic, the guidance may be interpreted as having a more general applicability. The following optional paragraph reflects this guidance.

In order to address mental health disabilities, the district may, as appropriate and in accordance with law, develop trauma-informed crisis management procedures that include an individualized assessment of the student's circumstances; provide and facilitate access to mental health evaluations and services; reasonably modify policies, such as attendance policies, for individual students; and train staff to recognize and respond appropriately to signs of distress and suicidal ideation in students.

CSBA NOTE: The following two optional paragraphs may be revised to reflect district practice. The paragraphs are consistent with CDE's Model Policy that recommends protocols for maintaining staff connection with students during school closures, in order to support student mental wellbeing and provide guidance on suicide prevention.

The Superintendent or designee shall establish a process for school staff to maintain daily or regular contact with all students, including during distance learning and school closures, and for such staff to communicate any concerns about a student's emotional wellbeing and/or safety to the appropriate authorities.

Additionally, the Superintendent or designee shall ensure that school-based mental health professionals maintain regular contact with high-risk students, students who are on their caseloads, and those who are identified by staff as demonstrating need.

CSBA NOTE: The following two paragraphs are for use by districts that serve students in grades K-6.

The Board shall ensure that suicide prevention measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)

If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)

District employees shall act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless

they are specifically licensed and employed to do so. (Education Code 215)

When the district determines that a student is in need of mental or behavioral health services, the services shall be provided in accordance with protocols specified in Board Policy 5141.5 - Mental Health.

CSBA NOTE: Education Code 215 requires that the district's student suicide prevention policy be updated to incorporate best practices identified in CDE's Model Policy. Education Code 215 also requires that the district's suicide prevention policy be updated at least every five years. Given the severity of the issue and importance of maintaining an up-to-date suicide prevention policy, CSBA and CDE recommend reviewing and updating this policy annually. The following paragraph may be revised to reflect district practice.

The Board shall review, and update as necessary, this policy at least every five years. The Board may, at its discretion, review the policy more frequently. (Education Code 215)

The Superintendent or designee shall periodically review district data pertaining to school climate and reports of suicidal ideation, attempts, or death to identify patterns or trends and make recommendations regarding program development.

The Superintendent or designee shall post this policy on the district's website, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

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 215	Suicide prevention policies
Ed. Code 215.5	Student identification cards; inclusion of safety hotlines
Ed. Code 216	Suicide prevention online training programs
Ed. Code 218.3	Training curriculum to support lesbian, gay, bisexual, queer, and questioning students
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 32280-32289.5	School safety plans
Ed. Code 49060-49079	Student records
Ed. Code 49428.15	Identification of evidence-based and evidence-informed training programs for schools to address youth behavioral health
Ed. Code 49428.2	Referral protocols for addressing student behavioral health concerns in grades 7-12; certification of youth behavioral health training for employees
Ed. Code 49428.5	Student mental health poster
Ed. Code 49429	Telehealth technology in schools
Ed. Code 49602	Counseling and confidentiality of student information
Ed. Code 49604	Suicide prevention training for school counselors
Gov. Code 810-996.6	Government Claims Act
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act
W&I Code 5698	System of care for children and youth with serious emotional disturbance
W&I Code 5850-5886	Children's Mental Health Services Act

Federal	Description
42 USC 290bb-33	Suicide Training and Awareness Nationally Delivered for Universal Prevention Act of 2021

Management Resources	Description
California Department of Education Publication	Telehealth Guidance for School Districts, July 2024

Management Resources	Description
California Department of Education Publication	Model Youth Suicide Prevention Policy for Local Educational Agencies that Serve Kindergarten through Twelfth Grade Students, February 2023
California Department of Education Publication	Health Education Framework for California Public Schools, Kindergarten Through Grade Twelve, May 2019
California Department of Education Publication	Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008
CDC and Prevention Publication	School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009
CDC Publication	Promoting Mental Health and Well-Being in Schools, December 2023
Court Decision	Corales v. Bennett (Ontario-Montclair School District) (2009) 567 F.3d 554
CSBA Publication	Safe Schools Toolkit: Bullying and Cyberbullying, July 2024
Each Mind Matters Publication	Making Headlines: Guide to Engaging the Media in Suicide Prevention in California, 2012
Heard Alliance Publication	K-12 Toolkit for Mental Health Promotion and Suicide Prevention, 2021
Mental Health Svcs Oversight & Accountability Pub	Accelerating Transformational Change: Strategic Plan for 2024-2027
Mental Health Svcs Oversight & Accountability Pub	Striving for Zero: California's Strategic Plan for Suicide Prevention 2020-2025
Nat'l Assoc. of School Psychologists Publication	Preventing Suicide: Guidelines for Administrators and Crisis Teams, 2015
Nat's Assoc. of School Psychologists Publication	Conducting a Virtual Suicide Assessment Checklist
Nat's Assoc. of School Psychologists Publication	Comprehensive School Suicide Prevention in a Time of Distance Learning, 2020
Suicide Prevention Resource Center Publication	After a Suicide: A Toolkit for Schools, 2nd Edition, 2018
U.S. Dept. of Health & Human Services Publication	Preventing Suicide: A Toolkit for High Schools, 2012
U.S. Dept. of Health & Human Services Publication	National Strategy for Suicide Prevention, 2021
USDOE Ofc for Civil Rights, USDOJ Civil Rights Pub	Supporting and Protecting the Rights of Students at Risk of Self-Harm in the Era of COVID-19, October 2021
Website	SchoolSafety.gov
Website	California Department of Public Health, Office of Suicide Prevention
Website	Mental Health Evaluation, Training, Research, and Innovation Center for Schools (METRICS)
Website	CalHOPE Schools Initiative
Website	California Surgeon General, Safe Spaces: Trauma-Informed Training
Website	CSBA District and County Office of Education Legal Services
Website	Suicide Prevention Messaging
Website	National Action Alliance for Suicide Prevention
Website	Mental Health Services Oversight and Accountability Commission
Website	HEARD Alliance
Website	Each Mind Matters: California's Mental Health Movement
Website	Crisis Text Line
Website	California School Climate, Health, and Learning Surveys (CalSCHLS)
Website	California Mental Health Services Authority
Website	Suicide Prevention Lifeline
Website	Suicide Prevention Resource Center

Management Resources	Description
Website	National Child Traumatic Stress Network
Website	Substance Abuse and Mental Health Services Administration
Website	Trevor Project
Website	American Academy of Pediatrics
Website	American Association of Suicidology
Website	American Foundation for Suicide Prevention
Website	American Psychological Association
Website	California Department of Education, Mental Health
Website	California Department of Health Care Services, Mental Health Services
Website	Centers for Disease Control and Prevention, Mental Health
Website	National Association of School Psychologists
Website	National Institute for Mental Health
Website	American School Counselor Association

Cross References	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1112	Media Relations
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1240	Volunteer Assistance
1240	Volunteer Assistance
1400	Relations Between Other Governmental Agencies And The Schools
3515	Campus Security
3515	Campus Security
4112.21	Interns
4112.21	Interns
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4131	Staff Development
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4231	Staff Development
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4331	Staff Development
5125	Student Records
5125	Student Records

Cross References	Description
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.8	Mobile Communication Devices
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.5	Mental Health
5141.6	School Health Services
5141.6	School Health Services
5142	Safety
5142	Safety
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sex Discrimination and Sex-Based Harassment
5145.7	Sex Discrimination and Sex-Based Harassment
5145.71	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.71-E(1)	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145.2	Athletic Competition
6145.2	Athletic Competition
6145.8	Assemblies And Special Events
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams

5141.52 BP - Suicide Prevention

Students

Board Policy No. 5141.52

Policy Revised: April 17, 2025 ~~November 2, 2023~~

SUICIDE PREVENTION ~~AND MENTAL HEALTH PROMOTION~~

The Governing Board recognizes that suicide is a leading cause of death among youth, that prevention is a collective effort that requires stakeholder engagement, and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior, ~~and~~ its impact on students and families, and other associated trauma ~~associated with suicide~~, the Superintendent or designee shall develop measures and strategies, practices, and supports for suicide prevention, intervention, and postvention.

In developing and updating district policy and procedures for suicide prevention, intervention, and postvention, the Superintendent or designee shall consult with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts. If the ~~, and, in developing~~ policy will affect ~~for grades~~ K-6 students, the county mental health plan shall also be consulted. (Education Code 215)

School and community stakeholders and school mental health professionals with whom the Superintendent or designee shall consult may include district and school

administrators, school counselors, school psychologists, school social workers, school nurses, other staff, parents/guardians and caregivers, students, local health agencies, mental health professionals, community organizations, law enforcement, legal counsel, and/or the district's risk manager or insurance carrier. The Superintendent or designee may also collaborate with county and/or city governments in an effort to align district policy with any existing community suicide prevention plans.

When developing or reviewing district policy on suicide prevention, the Superintendent or designee may make a recommendation regarding the need to hire a mental health professional for the district, or for any school that is not currently served by a mental health professional, and the possible funding source(s) for such hiring.

Measures and strategies for suicide prevention, intervention, and postvention shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, interns, school counselors, and others who interact with students, including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers
2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being; help-seeking strategies and resources; and ~~, as well as~~ instruction in recognizing and appropriately responding to warning signs of suicidal intent in others
3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students
4. The review of materials and resources used in awareness efforts and communications to ensure they align with best practices for safe and effective

messaging about suicide

5. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the ~~youth~~ suicide problem among youth, the district's suicide prevention curriculum, basic steps for helping suicidal youth, the importance of communicating with appropriate staff if suicide risk is present or suspected, access to suicide prevention training, and/or school and community resources that can help youth in crisis

6. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions

7. Crisis intervention protocols ~~procedures~~ for addressing suicide threats or attempts

8. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

9. Establishment of district and/or school-site crisis intervention team(s) to ensure the proper implementation and review of this policy and other district practices related to the emotional and behavioral wellness of students, including, but not limited to, the oversight of mental health and suicide prevention training, ensuring the suicide prevention policy, protocols and resources are posted on the district and school websites, collaboration with community mental health organizations, identification of resources and organizations that provide evidence-based treatment, collaboration to build community response, and compliance with Education Code 215.

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with exceptional needs ~~disabilities~~, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning. (Education Code 215)

In order to address mental health disabilities, the district may, as appropriate and in accordance with law, develop trauma-informed crisis management procedures that include an individualized assessment of the student's circumstances; provide and facilitate access to mental health evaluations and services; reasonably modify policies, such as attendance policies, for individual students; and train staff to recognize and respond appropriately to signs of distress and suicidal ideation in students.

The Superintendent or designee shall establish a process for school staff to maintain daily or regular contact with all students, including during distance learning and school closures, and for such staff to communicate any concerns about a student's emotional wellbeing and/or safety to the appropriate authorities.

Additionally, the Superintendent or designee shall ensure that school-based mental health professionals maintain regular contact with high-risk students, students who are on their caseloads, and those who are identified by staff as demonstrating need.

The Board shall ensure that suicide prevention measures and strategies for students in grades K-6 are age-appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)

If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)

District employees shall act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district

employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code 215)

When the district determines that a student is in need of mental or behavioral health services, the services shall be provided in accordance with the District's established Multi-Tiered System of Supports protocols. ~~specified in Board Policy 5141.5 - Mental Health~~.

The Board shall review, and update as necessary, this policy at least every five years. The Board may, at its discretion, review the policy more frequently. (Education Code 215)

The Superintendent or designee shall periodically review district data pertaining to school climate and reports of suicidal ideation, attempts, or death to identify patterns or trends and make recommendations regarding program development.

The Superintendent or designee shall post this policy on the district's web site, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

Policy 6159: Individualized Education Program

Status: ADOPTED

Original Adopted Date: 03/01/2003 | **Last Revised Date:** 03/01/2025 | **Last Reviewed Date:** 03/01/2025

CSBA NOTE: The following Board policy and the accompanying mandated administrative regulation should be revised for consistency with the policies and regulations of the Special Education Local Plan Area in which the district participates.

The Governing Board desires to provide full educational opportunities to all students with exceptional needs. Students with exceptional needs shall receive a free appropriate public education (FAPE) and, to the maximum extent possible, shall be educated in the least restrictive environment with nondisabled students.

For each student with exceptional needs, an individualized education program (IEP) shall be developed which identifies the special education instruction and related services to be provided to the student. The Superintendent or designee shall develop administrative regulations regarding the membership of the IEP team, the team's responsibility to develop and regularly review the IEP, the contents of the IEP, and the development, review, and revision processes.

The district shall make FAPE available to individuals with disabilities ages 3-21 who reside in the district, including: (Education Code 56040; 20 USC 1412; 34 CFR 300.17, 300.101, 300.104)

1. Students who have been suspended or expelled from school
2. Students who are placed by the district in a nonpublic, nonsectarian school
3. Individuals age 18-21 years who are incarcerated in an adult correctional facility and were identified as being an individual with disabilities or had an IEP in their prior educational placement

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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 3021-3029	Identification, referral and assessment
5 CCR 3040-3043	Instructional planning and the individualized education program
5 CCR 3051-3053	Implementation of the individualized education program
5 CCR 853-853.5	State assessments; accommodations
Ed. Code 46392	Emergencies
Ed. Code 48853.5	Students in foster care
Ed. Code 51225.3	High school graduation requirements
Ed. Code 56040.3	Availability of assistive technology device
Ed. Code 56040.6	Deaf and hard of hearing supports
Ed. Code 56043	Transition plans
Ed. Code 56049.1	Data related to least restrictive environment
Ed. Code 56055	Rights of foster parents pertaining to foster youth's education
Ed. Code 56136	Guidelines for low incidence disabilities areas
Ed. Code 56195.8	Adoption of policies
Ed. Code 56321	Notice of parental rights; consent of parents
Ed. Code 56321.5	Notice to include right to electronically record
Ed. Code 56340.1-56347	Instructional planning and individualized education program
Ed. Code 56348	IEP template translations
Ed. Code 56350-56354	IEP for visually impaired students

State	Description
Ed. Code 56380	IEP reviews; notice of right to request
Ed. Code 56390-56392	Recognition for educational achievement; special education
Ed. Code 56471	Workability programs
Ed. Code 56500-56509	Procedural safeguards
Ed. Code 60640-60648.5	California Assessment of Student Performance and Progress
Ed. Code 60900.1	English language and special education reporting
Ed. Code 60900.2	Graduation rates for students with exceptional needs
Fam. Code 6500-6502	Age of majority
Gov. Code 7572.5	Seriously emotionally disturbed child; expanded IEP team
W&I Code 300	Minors subject to jurisdiction
W&I Code 601	Minors habitually disobedient
W&I Code 602	Minors violating law; ward of court

Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
34 CFR 300.1-300.818	Individuals with Disabilities Education Act

Management Resources	Description
Attorney General Opinion	85 Ops.Cal.Atty.Gen. 157 (2002)
California Department of Education Publications	California Practitioners' Guide for Educating English Learners with Disabilities, July 2019
California Department of Education Publications	Frequently Asked Questions: Promotion, Retention, and Grading (Students with disabilities)
Court Decision	Marshall v. Monrovia Unified School District (9th Cir. 2010) 327 F.3d 773
Court Decision	Capistrano Unified School District v. S.W. and C.W. (9th Cir. 2021) 21 F.4th 1125
Court Decision	Endrew F. v. Douglas County School District Re-1, 137 S. Ct. 988
Court Decision	Los Angeles Unified School District v. A.O. (9th Cir. 2024) 92 F.4th 1159
Court Decision	Sacramento City School District v. Rachel H. (9th Cir. 1994) 14 F.3d 1398
Court Decision	Schaffer v. Weast (2005) 125 S. Ct. 528
Court Decision	Shapiro v. Paradise Valley Unified School District, No. 69 (9th Cir. 2003) 317 F.3d 1072
U.S. Department of Education Publication	Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973, July 2022
USDOE Ofc of Special Edu, Rehab Svcs & EdTech Pub	Dear Colleague Letter on the Provision of Assistive Technology Devices and Services for Children with Disabilities under the Individuals with Disabilities Education Act, January 22, 2024
Website	U.S. Department of Education, Office of Educational Technology
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Office of Special Education and Rehabilitative Services
Website	California Department of Education

Cross References	Description
0200	Goals For The School District
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3250	Transportation Fees
3250	Transportation Fees
3541	Transportation Routes And Services
3541.2	Transportation For Students With Disabilities
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
4112.23	Special Education Staff
5113.11	Attendance Supervision
5125	Student Records
5125	Student Records
5126	Awards For Achievement
5126	Awards For Achievement
5131.8	Mobile Communication Devices
5131.9	Academic Honesty
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.31	Immunizations
5141.31	Immunizations
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.71	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.71-E(1)	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
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

Cross References	Description
5148.3	Preschool/Early Childhood Education
6000	Concepts And Roles
6112	School Day
6112	School Day
6117	Year-Round Schedules
6120	Response To Instruction And Intervention
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6143	Courses Of Study
6143	Courses Of Study
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
6146.4	Differential Graduation And Competency Standards For Students With Disabilities
6151	Class Size
6154	Homework/Makeup Work
6158	Independent Study
6158	Independent Study
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6163.2	Animals At School
6163.2	Animals At School
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.5	Student Success Teams

Cross References	Description
6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6174	Education For English Learners
6174	Education For English Learners
6176	Weekend/Saturday Classes
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School

6159 BP - Individualized Education Program

Instruction

Board Policy No. 6159

Policy adopted: March 20, 2000

Policy revised: April 3, 2025 ~~February 8, 2024~~

INDIVIDUALIZED EDUCATION PROGRAM

The Governing Board desires to provide full educational opportunities to all students with exceptional needs. ~~disabilities~~. Students with exceptional needs ~~disabilities~~ shall receive a free appropriate public education (FAPE) and, to the maximum extent possible, shall be educated in the least restrictive environment with nondisabled students.

For each student with exceptional needs ~~disabilities~~, an individualized education program (IEP) shall be developed which identifies the special education instruction and related services to be provided to the student. The Superintendent or designee shall develop administrative regulations regarding the membership of the IEP team, the team's responsibility to develop and regularly review the IEP, the contents of the IEP, and the development, review, and revision processes.

The district shall make FAPE available to individuals with disabilities ages 3-21 who reside in the district, including: (Education Code 56040; 20 USC 1412; 34 CFR 300.17, 300.101, 300.104)

1. Students who have been suspended or expelled from school

2. Students who are placed by the district in a nonpublic, nonsectarian school

3. Individuals age 18-21 years who are incarcerated in an adult correctional facility and were identified as being an individual with disabilities or had an IEP in their prior educational placement

Policy 6159.2: Nonpublic, Nonsectarian School And Agency Services For Special Education

Status: ADOPTED

Original Adopted Date: 06/01/1995 | **Last Revised Date:** 03/01/2025 | **Last Reviewed Date:** 03/01/2025

CSBA NOTE: Education Code 56195.8 mandates districts to adopt policies for the special education programs and services they operate, including nonpublic, nonsectarian services provided to students with exceptional needs when no appropriate public education program is available to meet their special education needs. The nonpublic, nonsectarian school or agency (NPS/A) must be certified as meeting state standards pursuant to Education Code 56366 and 56366.1.

The following policy and accompanying administrative regulation should be revised to comply with the policies and regulations of the Special Education Local Plan Area in which the district operates.

The Governing Board recognizes its responsibility to provide a free appropriate public education to students with exceptional needs in accordance with law. When the district is unable to provide direct special education and/or related services to students with exceptional needs, the Board may enter into a contract with a nonpublic, nonsectarian school or agency (NPS/A) to meet student needs consistent with the comprehensive local plan of the Special Education Local Plan Area.

CSBA NOTE: Pursuant to Education Code 56366 and 56366.1, a district contracting with an NPS/A must verify that the NPS/A meets certification requirements. 5 CCR 3067 allows the district to request, in writing, that the California Department of Education (CDE) review the certification status of an NPS/A.

Education Code 56366.1 also requires districts to verify that the NPS/A provides staff training in the use of evidence-based practices and interventions specific to the unique behavioral needs of the NPS/A's student population.

Prior to entering into a contract to place any student in an NPS/A, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with exceptional needs and complies with staff training requirements in accordance with Education Code 56366 and 56366.1.

CSBA NOTE: Pursuant to Education Code 56366.1, an NPS/A that is certified or seeking certification is required to provide assurances to CDE that for any foster youth it serves, the NPS/A will serve as the school of origin of the foster youth and that the foster youth will be allowed to continue the foster youth's education in the school. For such purposes, "school of origin" includes placement in an NPS/A.

Additionally, the Superintendent or designee, such as the district's liaison for foster youth, shall verify that for any student served by an NPS/A who is a foster youth, the NPS/A agrees to serve as the school of origin of the foster youth and allow the foster youth to continue the foster youth's education in the NPS/A in accordance with Education Code 56366.1.

The Superintendent or designee shall monitor, on an ongoing basis, the certification of any NPS/A with which the district has a contract to ensure that the certification has not expired.

CSBA NOTE: Pursuant to Education Code 56366.45, within 14 days of becoming aware of any change to the certification status of an NPS/A, the district is required to notify parents/guardians of district students who attend the NPS/A of the change in certification status and include in that notice, a copy of procedural safeguards.

Within 14 days of becoming aware of any change to the certification status of an NPS/A, including, but not limited to, receiving notification of a determination to suspend or revoke the certification of the NPS/A pursuant to Education Code 56366.4, the district shall notify, through email or regular mail, the parents/guardians of any district student who attends the NPS/A of the change in certification status, which includes a copy of procedural safeguards. The district shall maintain a record of such notice and make the notice available for inspection upon request by the California Department of Education. (Education Code 56366.45)

No district student with exceptional needs shall be referred to, or placed in, an NPS/A unless the student's individualized education program (IEP) team has determined that the placement is appropriate for the student. (Education Code 56342.1)

CSBA NOTE: Pursuant to Education Code 56365, students enrolled in an NPS/A are deemed to be enrolled in public schools for state apportionment purposes. Districts then pay to the NPS/A the full amount of the school tuition or the agency fees for participating students pursuant to the contract.

The district shall pay to the NPS/A the full amount of the tuition or fees, as applicable, for students with exceptional needs who are enrolled in programs or receiving services provided by the NPS/A pursuant to the contract.

(Education Code 56365)

In accordance with law, any student with exceptional needs placed in an NPS/A shall have all the rights and protections to which students with exceptional needs are generally entitled, including, but not limited to, procedural safeguards, due process rights, and periodic review of the student's IEP.

During the period when any student with exceptional needs is placed in an NPS/A, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in the IEP.

The Superintendent or designee shall ensure that any contract with an NPS/A contains a requirement for the NPS/A to comply with district policy, procedures, and practices related to student rights, health, and safety, including the use of seclusion and restraint. All NPS/A staff that serve district students shall be made aware of, and trained in such policies, procedures, and practices.

CSBA NOTE: The following optional paragraph may be modified to reflect district practice.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

The Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, and 56366.6. (Education Code 56366.2)

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 3001	Definitions
5 CCR 3051-3051.24	Special education; standards for related services and staff qualifications
5 CCR 3060-3070	Nonpublic, nonsectarian school and agency services
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51225.31-51225.32	Graduation exemption for students with exceptional needs
Ed. Code 56034-56035	Definitions of nonpublic, nonsectarian school and agency
Ed. Code 56042	Placement not to be recommended by attorney or advocate with conflict of interest
Ed. Code 56101	Waivers
Ed. Code 56163	Certification
Ed. Code 56168	Responsibility for education of student in hospital or health facility school
Ed. Code 56195.8	Adoption of policies
Ed. Code 56342.1	Individualized education program; placement
Ed. Code 56360-56369	Implementation of special education
Ed. Code 56711	Computation of state aid
Ed. Code 56740-56743	Apportionments and reports
Ed. Code 56760	Annual budget plan; service proportions
Ed. Code 56775.5	Reimbursement of assessment and identification costs
Ed. Code 56836.20-56836.21	Special education funding; SELPA contracts with nonpublic nonsectarian schools
Fam. Code 7911-7912	Interstate compact on placement of children
Gov. Code 7570-7587	Interagency responsibilities for providing services to children with exceptional needs
Gov. Code 7572.55	Seriously emotionally disturbed child; out-of-state placement
W&I Code 362.2	Out-of-home placement for IEP

State	Description
W&I Code 727.1	Out-of-state placement of wards of court

Federal	Description
20 USC 1400-1487	Individuals with Disabilities Education Act
34 CFR 300.129-300.148	Children with disabilities in private schools

Management Resources	Description
Court Decision	Agostini v. Felton (1997) 521 U.S. 203, 117 S.Ct. 1997
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Office of Special Education and Rehabilitative Services
Website	California Department of Education

Cross References	Description
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0500	Accountability
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1431	Waivers
3541.2	Transportation For Students With Disabilities
3580	District Records
3580	District Records
4112.23	Special Education Staff
5125	Student Records
5125	Student Records
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6146.4	Differential Graduation And Competency Standards For Students With Disabilities
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.51	State Academic Achievement Tests

Cross References	Description
6162.51	State Academic Achievement Tests
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
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

6159.2 BP - Nonpublic, Nonsectarian School And Agency Services For Special Education

Instruction

Board Policy No. 6159.2

Policy Adopted: March 20, 2000

Policy Revised: February 8, 2024

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION

The Governing Board recognizes its responsibility to provide a free appropriate public education to students with exceptional needs ~~disabilities~~ in accordance with law. When the district is unable to provide direct special education and/or related services to students with exceptional needs ~~disabilities~~, the Board may enter into a contract with a nonpublic, nonsectarian school or agency (NPS/A) to meet student needs consistent with the comprehensive local plan of the Special Education Local Plan Area.

Prior to entering into a contract to place any student in an NPS/A, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with exceptional needs

~~disabilities~~ and complies with staff training requirements in accordance with Education Code 56366 and 56366.1.

Additionally the Superintendent or designee, such as the district's liaison for foster youth, shall verify that for any student served by an NPS/A who is a foster youth, the NPS/A agrees to serve as the school of origin of the foster youth and allow the foster youth to continue the foster youth's education in the NPS/A in accordance with Education Code 56366.1.

~~In addition, t~~The Superintendent or designee shall monitor, on an ongoing basis, the certification of any NPS/A with which the district has a contract to ensure that the certification has not expired.

Within 14 days of becoming aware of any change to the certification status of an NPS/A, including, but not limited to, receiving notification of a determination to suspend or revoke the certification of the NPS/A pursuant to Education Code 56366.4, the district shall notify, through email or regular mail, the parents/guardians of any district student who attends the NPS/A of the change in certification status, which includes a copy of procedural safeguards.

The district shall maintain a record of such notice and make the notice available for inspection upon request by theCalifornia Department of Education. (Education Code 56366.45)

No district student with exceptional needs ~~a disability~~ shall be referred to, or placed in, an NPS/A unless the student's individualized education program (IEP) team has determined that the placement is appropriate for the student. (Education Code 56342.1)

The district shall pay to the NPS/A the full amount of the tuition or fees, as applicable, for students with exceptional needs ~~disabilities~~ who are enrolled in programs or receiving services provided by the NPS/A pursuant to the contract. (Education Code 56365)

In accordance with law, any student with exceptional needs ~~disabilities~~ placed in an NPS/A shall have all the rights and protections to which students with exceptional needs ~~disabilities~~ are generally entitled, including, but not limited to, procedural safeguards, due process rights, and periodic review of the student's IEP.

During the period when any student with exceptional needs ~~disabilities~~ is placed in an NPS/A, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in the IEP.

The Superintendent or designee shall ensure that any contract with an NPS/A contains a requirement for the NPS/A to comply with district policy, procedures, and practices related to student rights, health, and safety,

including the use of seclusion and restraint. All NPS/A staff that serve district students shall be made aware of, and trained in such policies, procedures, and practices.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

The Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, and 56366.6. (Education Code 56366.2)

Bylaw 9224: Oath Or Affirmation

Status: ADOPTED

Original Adopted Date: 09/01/1991 | **Last Revised Date:** 03/01/2025 | **Last Reviewed Date:** 03/01/2025

CSBA NOTE: The oath or affirmation required of Governing Board members pursuant to Article 20, Section 3, of the California Constitution is the same as that required by Government Code 3100-3109 for public employees. See E(1) 4112.3/4212.3/4312.3 - Oath or Affirmation for the text of the oath. Government Code 1303 provides that any person who exercises any function of a public office, including the office of a Board member, without taking the oath of office is guilty of a misdemeanor. Additionally, Government Code 1367 prohibits payment of any compensation or reimbursement for any expenses to any individual who has not taken the oath or affirmation.

If an incoming Board member raises a concern about taking the oath or affirmation, it is recommended that the district consult CSBA's District and County Office of Education Legal Services or district legal counsel.

Prior to entering upon the duties of the office of a Governing Board member or exercising any function of a Board member, each Board member shall take the oath or affirmation required by law. (California Constitution, Article 20, Section 3; Government Code 1360)

CSBA NOTE: In addition to the persons listed below, Education Code 60 specifies state- and local-level officers who may administer the oath.

The oath or affirmation may be administered and certified by a Board member, the secretary or assistant secretary to the Board, the Superintendent, the County Superintendent of Schools, the Superintendent of Public Instruction, or any other person authorized in Education Code 60 or Government Code 1225.

The executed oath shall be filed with the County Clerk. (Government Code 1363)

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
CA Constitution Article 20, Section 3	Oath of office
Ed. Code 60	Persons authorized to administer and certify oaths
Gov. Code 1225	Right to administer and certify oaths
Gov. Code 1303	Exercising functions of office without having qualified
Gov. Code 1360-1369	Oath of office
Gov. Code 3100-3109	Oath or affirmation of allegiance

Management Resources	Description
Court Decision	Chilton v. Contra Costa Community College District (1976) 55 Cal. App. 3d 544
Court Decision	Vogel v. County of Los Angeles (1967) 68 Cal. 2d 18, 22
Website	CSBA District and County Office of Education Legal Services

Cross References	Description
4112.3	Oath Or Affirmation
4112.3-E(1)	Oath Or Affirmation
4212.3	Oath Or Affirmation
4212.3-E(1)	Oath Or Affirmation
4312.3	Oath Or Affirmation
4312.3-E(1)	Oath Or Affirmation
9100	Organization
9110	Terms Of Office

Cross References	Description
9220	Governing Board Elections
9220-E(1)	Governing Board Elections
9223	Filling Vacancies

OATH OR AFFIRMATION

Prior to ~~When~~ entering upon the duties of the ~~their~~ office of a~~, all~~ Governing Board member or excercising any function of a Board member, each Board member shall take the oath or affirmation required by law. (Constitution of the State of California, Article 20, Section 3; Government Code 1360))

The oath or affirmation may be administered and certified by a Board member, secretary or assistant secretary to the Board, Superintendent, ~~deputy or assistant superintendent, principal or~~ the County Superintendent of School, the Superintendent of Public Instruction, or any other person authorized in Education Code 60 or Government Code 1225.

The executed oath shall be filed with the County Clerk. (Government Code 1363).

(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)

~~*Legal Reference:*~~

~~*EDUCATION CODE*~~
~~*60 Persons authorized to administer and certify oaths*~~
~~*GOVERNMENT CODE*~~
~~*1303 Misdemeanor for failure to take oath*~~
~~*1360-1363 Oath of office*~~
~~*3100-3109 Oath or affirmation of allegiance*~~
~~*CONSTITUTION OF THE STATE OF CALIFORNIA*~~
~~*Article 20, Section 3 Oath of office*~~

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State	Description
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Gov. Code 1360-1369	Oath of office
Gov. Code 3100-3109	Oath or affirmation of allegiance

Management Resources	Description
Court Decision	Chilton v. Contra Costa Community College District (1976) 55 Cal. App. 3d 544
Court Decision	Vogel v. County of Los Angeles (1967) 68 Cal. 2d 18, 22
Website	CSBA District and County Office of Education Legal Services

Cross References	
Code	**Description**

Code	Description
4112.3	Oath Or Affirmation
4112.3-E(1)	Oath Or Affirmation
4212.3	Oath Or Affirmation
4212.3-E(1)	Oath Or Affirmation
4312.3	Oath Or Affirmation
4312.3-E(1)	Oath Or Affirmation
9100	Organization
9110	Terms Of Office
9220	Governing Board Elections
9220-E(1)	Governing Board Elections
9223	Filling Vacancies

Bylaw 9260: Legal Protection

Status: ADOPTED

Original Adopted Date: 03/01/1988 **| Last Revised Date:** 03/01/2025 **| Last Reviewed Date:** 03/01/2025

Liability Insurance

CSBA NOTE: Education Code 35208 requires the Governing Board to insure against the personal liability of Board members for death, personal injury, or damage/loss of property caused by a Board member's negligent act or omission when acting within the scope of the Board member's office. Districts may self-insure pursuant to Education Code 35214. See BP/AR 3530 - Risk Management/Insurance for additional information regarding district insurance requirements.

The Governing Board shall provide insurance necessary to protect Board members from liability caused by a negligent act or omission that occurs within the scope of the Board member's office in accordance with Education Code 35208.

CSBA NOTE: Pursuant to Government Code 820.9, Board members are not vicariously liable for injuries caused by the district's acts or omissions. Additionally, in Caldwell v. Montoya, the California Supreme Court determined that Board members are immune from suits pursuant to Government Code 820.2 when performing "discretionary acts," such as basic governmental policy decisions, within the scope of their duties. Personal and/or criminal liability may exist, however, for injuries caused by the individual's own "wrongful" conduct, for some civil rights violations, or knowing violations of the Brown Act. See BB 9323.2 - Actions by the Board. Because the determination as to whether personal liability exists is dependent on the specific facts of each case, it is recommended that the district consult CSBA's District and County Office of Education Legal Services or district legal counsel if a question arises when making such a determination.

Protection Against Personal Liability

No Board member shall be liable for any harm caused by the Board member's negligent act or omission when acting within the scope of the Board member's responsibilities, including, but not limited to, Board responsibilities as specified in Board Bylaw 9000 - Role Of The Board. Additionally, no Board member shall be vicariously liable for injuries caused by the district's acts or omissions. (Education Code 35208; Government Code 820.9)

In addition, no Board member shall be liable for any harm caused by the Board member's act or omission if the Board member was acting within the scope of the Board member's responsibilities, made in conformity with federal, state, and local laws, and made in furtherance of an effort to control, discipline, expel or suspend a student, or maintain order or control in the classroom or school. (20 USC 7946)

This protection against liability shall not apply when: (20 USC 7946)

1. The Board member acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to the harmed person's right to safety
2. The Board member caused harm by operating a motor vehicle
3. The Board member was not properly licensed, if required, by the State for such activities
4. The Board member was found by a court to have violated a federal or state civil rights law
5. The Board member was under the influence of alcohol or any drug at the time of the misconduct
6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the Board member has been convicted in a court
7. The misconduct involved a sexual offense for which the Board member has been convicted in a court

Nothing in this Board bylaw is intended to protect a Board member from criminal or civil liability for injury caused by the Board member's own wrongful conduct, for certain violations of law, including the Brown Act, or for liability from the requirement to reimburse the district under certain circumstances as specified in law. (Government Code 820.9, 825, 825.6, 54959, 54960)

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 17029.5	Contract funding; board liability
Ed. Code 35208	Liability insurance
Ed. Code 35214	Liability insurance (self-insurance or a combination of self-insurance and insurance through an insurance company)
Gov. Code 1090-1098	Prohibitions applicable to specified officers
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 815.3	Intentional torts
Gov. Code 820-823	Tort claims act
Gov. Code 825-825.6	Indemnification of elected officials
Gov. Code 87100-89503	Conflicts of interest

Federal	Description
18 USC 16	Crime of violence; definition
20 USC 7941-7948	Teacher liability protection

Management Resources	Description
Court Decision	Caldwell v. Montoya (1995) 10 Cal 4th 972
Website	CSBA District and County Office of Education Legal Services

Cross References	Description
1330.1	Joint Use Agreements
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4119.1	Civil And Legal Rights
4219.1	Civil And Legal Rights
4319.1	Civil And Legal Rights
9000	Role Of The Board
9124	Attorney
9323.2	Actions By The Board
9323.2-E(1)	Actions By The Board

LEGAL PROTECTION

Liability Insurance

The Governing Board shall provide insurance necessary to protect Board members ~~and employees~~ from any liability caused by a negligent act or omission that occurs ~~judgment resulting from suits brought against them alleging their liability while acting~~ within the scope of Board member's office ~~their employment~~ in accordance with Education Code 35208.

~~*(cf. 3530 - Risk Management/Insurance)*~~

Protection Against Liability

No Board member shall be liable for harm caused by the Board member's negligent ~~his/her~~ act or omission when acting within the scope of the Board member's ~~district~~ responsibilities, including, but not limited to, Board responsibilities as specified in Board Bylaw 9000 - Role Of The Board. Additionally, no Board member shall be vicariously liable for injuries caused by the district's acts or omissions. (Education Code 35208; Government Code820.9) ~~The act or omission must be in conformity with federal, state and local laws and made in furtherance of an effort to control, discipline, expel or suspend a student, or maintain order or control in the classroom or school. (20 USC 6736)~~

In addition, no Board member shall be liable for any harm caused by the Board member's act or omission if the Board member was acting within the scope of the Board member's responsibilities, made in conformity with federal, state, and local laws, and made in furtherance of an effort to control, discipline, expel or suspend a student, or maintain order or control in the classroom or school. (20 USC 7946)

The protection against liability shall not apply when: ~~(20 USC 6736)~~ (20 USC 7946)

1. The Board member acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to the harmed person's right to safety.

2. The Board member caused harm by operating a motor vehicle.

3. The Board member was not properly licensed, if required, by the State for such activities.

4. The Board member was found by a court to have violated a federal or state civil rights law.

5. The Board member was under the influence of alcohol or any drug at the time of the misconduct.

6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the Board member had been convicted in a court.

7. The misconduct involved a sexual offense for which the Board member has been convicted in a court.

Nothing in this Board bylaw is intended to protect a Board member from criminal or civil liability for injury caused by the Board member's own wrongful conduct, for certain violations of law, including the Brown Act, or for liability from the requirement to reimburse the district under certain circumstances as specified in law. (Government Code 820.9, 825, 825.6, 54959, 54960)

~~*Legal Reference:*~~
~~*EDUCATION CODE*~~
~~*17029.5 Contract funding; board liability*~~
~~*35208 Liability insurance*~~

~~35214 Liability insurance (self-insurance or a combination of self-insurance and insurance through an insurance company)~~
~~GOVERNMENT CODE~~
~~815.3 Intentional torts~~
~~820-823 Tort Claims Act~~
~~825.6 Indemnification of public entity~~
~~1090-1098 Conflicts of interest, prohibitions applicable to specified officers~~
~~54950-54963 The Ralph M. Brown Act~~
~~87100-89503 Conflicts of interest~~
~~UNITED STATES CODE, TITLE 20~~
~~6731-6738 Teacher Protection Act~~

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 17029.5	Contract funding; board liability
Ed. Code 35208	Liability insurance
Ed. Code 35214	Liability insurance (self-insurance or a combination of self-insurance and insurance through an insurance company)
Gov. Code 1090-1098	Prohibitions applicable to specified officers
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 815.3	Intentional torts
Gov. Code 820-823	Tort claims act
Gov. Code 825-825.6	Indemnification of elected officials
Gov. Code 87100-89503	Conflicts of interest

Federal	Description
18 USC 16	Crime of violence; definition
20 USC 7941-7948	Teacher liability protection

Management Resources	Description
Court Decision	Caldwell v. Montoya (1995) 10 Cal 4th 972
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	Description
1330.1	Joint Use Agreements
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4119.1	Civil And Legal Rights
4219.1	Civil And Legal Rights
4319.1	Civil And Legal Rights
9000	Role Of The Board
9124	Attorney
9323.2	Actions By The Board
9323.2-E(1)	Actions By The Board

Mountain View
Whisman
School District

Board Policies

May 8, 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: Student Support
- BP 5141.52 - Suicide Prevention
- BP 6159 - Individual Education Program
- BP 6159.2 - NPS / NPA for Special Education

BP 5141.52 - Suicide Prevention

- Existing Policy
  - Mandated by Ed Code 215
  - Defines measures and strategies
  - Review and update at least every 5 years
- Updates
  - Consider funding for hiring a school mental health professional *[SB 1318, 2024]*
  - Protocols for crisis management
  - *Need for BP 5141.5 - Mental Health*

BP 6159 - Individual Education Plan

- Existing Policy
  - Provide full educational opportunities for all students with exceptional needs
  - Free, appropriate public education in the least restrictive environment
  - Develop IEP for each student with exceptional needs
- Updates
  - Technical revisions, more changes to AR

BP 6159.2 - NPS / NPA for Special Ed

- Existing Policy
  - Covers contracts with NPS/A
  - Verify certification according to Ed Code
  - Placement according to IEP
- Updates
  - NPS/A agrees to serve as school of origin
  - Notification within 14 days of change in certification

Refresh

- BB 9224 - Oath or Affirmation
  - Updated for clarity on when and who
- BB 9260 - Legal Protection
  - Requires liability insurance
  - Updated Board member liability

Questions?

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: (Action) Second Reading of Board Policy 6144 Controversial Issues

Estimated Time:

Person Responsible:

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 May 8, 2025, Regular Board Meeting, Trustees approved adopting Board Policy 6144 Controversial Issues.

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
CSBA Policy 6144 Controversial Issues	Backup Material	5/1/2025

Policy 6144: Controversial Issues

Status: ADOPTED

Original Adopted Date: 12/01/1989 **| Last Revised Date:** 03/01/2017 **| Last Reviewed Date:** 03/01/2017

CSBA NOTE: The following optional policy may be revised to reflect district practice.

The Governing Board recognizes that the district's educational program may sometimes include instruction related to controversial issues that may arouse strong reactions based on personal values and beliefs, political philosophy, culture, religion, or other influences. Instruction concerning such topics shall be relevant to the adopted course of study and curricular goals and should be designed to develop students' critical thinking skills, ability to discriminate between fact and opinion, respect for others, and understanding and tolerance of diverse points of view.

CSBA NOTE: Recommended criteria for determining the appropriateness of supplementary instructional materials and/or the circumstances under which materials should be submitted to the principal or other designee for review prior to their use (e.g., when materials relate to controversial issues or are presented in a controversial manner or context, such as when materials contain nudity, sexual content, graphic violence, or extensive profanity) are addressed in BP 6161.11 - Supplementary Instructional Materials.

The Board expects administrators and teachers to exercise professional judgment when deciding whether or not a particular issue is suitable for study or discussion. They shall consult with the Superintendent or designee as necessary to determine the appropriateness of the subject matter, guest speakers, and/or related instructional materials or resources.

When providing instruction related to a controversial issue, the following guidelines shall apply:

1. The topic shall be suitable to the age and maturity of the students.

2. Instruction shall be presented in a balanced manner, addressing all sides of the issue without bias or prejudice and without promoting any particular point of view.

3. In the classroom, teachers act on behalf of the district and are expected to follow the adopted curriculum. In leading or guiding class discussions about issues that may be controversial, a teacher may not advocate his/her personal opinion or viewpoint. When necessary, the Superintendent or designee may instruct teachers to refrain from sharing personal views in the classroom on controversial topics.

   CSBA NOTE: The First Amendment of the U.S. Constitution and Article 1, Section 2 of the California Constitution guarantee freedom of speech, including freedom of speech for students. However, under court decisions and Education Code 48950, discipline may be imposed upon students for speech or conduct that constitutes harassment, threats, or intimidation. See BP 5145.2 - Freedom of Speech/Expression.

4. Students shall be assured of their right to form and express an opinion without jeopardizing their grades or being subject to discrimination, retaliation, or discipline, provided the viewpoint does not constitute harassment, threats, intimidation, or bullying or is otherwise unlawful.

5. Students shall be informed of conduct expected during such instruction and the importance of being courteous and respectful of the opinions of others.

6. Adequate factual information shall be provided to help students objectively analyze and evaluate the issue and draw their own conclusions.

7. The instruction shall not reflect adversely upon persons because of their race, ethnicity, national origin, sex, sexual orientation, gender identity or expression, disability, religion, or any other basis prohibited by law.

8. The subject matter of the instruction shall not otherwise be prohibited by state or federal law.

When a guest speaker is invited to make a presentation related to a controversial issue, the Superintendent or designee shall notify him/her of this policy and the expectations and goals regarding the instruction. If the guest speaker is presenting only one point of view on an issue, the teacher shall be responsible for ensuring that students also receive information on opposing viewpoints.

CSBA NOTE: The following optional paragraph permits parents/guardians to excuse their child from certain types

of instruction. For example, pursuant to Education Code 51938, districts must notify parents/guardians of the opportunity to request that their child not receive comprehensive sexual health and HIV prevention instruction. Districts must use a "passive consent" or "opt out" process in which the student receives the instruction unless the parent/guardian notifies the district in writing that the student should not receive the instruction; see BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction. In addition, Education Code 51240 provides that parents/guardians may request in writing that their child be excused from any part of health instruction that conflicts with their religious training or beliefs; see AR 6142.8 - Comprehensive Health Education. Pursuant to Education Code 51513, districts may not administer exams, surveys, or questionnaires containing questions about a student's or his/her family's personal beliefs or practices in sex, family life, morality, and religion unless the student's parent/guardian has provided prior written consent. See AR 5022 - Student and Family Privacy Rights.

When required by law, such as in regards to comprehensive sexual health and HIV prevention education, parents/guardians shall be notified prior to instruction that they may request in writing that their child be excused from the instruction. Students whose parents/guardians decline such instruction may be offered an alternative activity of similar educational value.

A student or parent/guardian with concerns regarding instruction about controversial issues may communicate directly with the teacher or principal and/or use appropriate district complaint procedures.

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
Ed. Code 220	Prohibition of discrimination
Ed. Code 48950	Speech and other communication
Ed. Code 51240	Excuse from instruction due to religious beliefs
Ed. Code 51500	Prohibited instruction or activity
Ed. Code 51510	Prohibited study or supplemental materials
Ed. Code 51511	Religious matters properly included in courses of study
Ed. Code 51513	Personal beliefs
Ed. Code 51530	Advocacy or teaching of communism
Ed. Code 51930-51939	California Healthy Youth Act
Ed. Code 60040	Selection of instructional materials
Ed. Code 60044	Prohibited instructional materials
Ed. Code 60045	Criteria for instructional materials

Management Resources	Description
Court Decision	Garcetti v. Ceballos (2006) 547 U.S. 410
Court Decision	Mayer v. Monroe County Community School Corporation (2007) 474 F.3d 477 (7th Cir.)
Court Decision	Johnson v. Poway Unified School District (2011) 658 F.3d 954
Website	CSBA District and County Office of Education Legal Services

Cross References	Description
0410	Nondiscrimination In District Programs And Activities
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials

Cross References	Description
1312.2-E(1)	Complaints Concerning Instructional Materials
1325	Advertising And Promotion
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5137	Positive School Climate
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.9	Hate-Motivated Behavior
6115	Ceremonies And Observances
6115	Ceremonies And Observances
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.3	Civic Education
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6142.94	History-Social Science Instruction
6143	Courses Of Study
6143	Courses Of Study
6145.5	Student Organizations And Equal Access

Cross References	Description
6145.5	Student Organizations And Equal Access
6145.8	Assemblies And Special Events
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6163.1	Library Media Centers

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Approval of Monthly Reports; 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
Credit Card Statement & Backup	Backup Material	5/19/2025
Payroll Report and Accounts Payable Warrants, April 2025	Backup Material	5/14/2025
Purchase Order Change Orders Report	Backup Material	5/21/2025
Purchase Order Report 04/16/25-05/20/25	Backup Material	5/21/2025
Purchase Order Report for 2025-2026 school year	Backup Material	5/22/2025

usbank

P.O. BOX 6343
FARGO ND 58125-6343

ACCOUNT NUMBER	[redacted]
STATEMENT DATE	04-22-2025
AMOUNT DUE	$6,032.55
NEW BALANCE	$6,032.55

PAYMENT DUE ON RECEIPT

000000835 01 SP 106481312989303 P
MOUNTAIN VIEW WHISMAN SD
ATTN JOHN ZEPEZAUER
1400 MONTECITO AVENUE
MOUNTAIN VIEW CA 94043-4590

AMOUNT ENCLOSED
$

Please make check payable to "U.S. Bank"

U.S. BANK CORPORATE PAYMENT SYSTEMS
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

4246044555755226 000603255 000603255

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY

[redacted]	Previous Balance	+ Purchases And Other Charges	+ Cash Advances	+ Cash Advance Fees	+ Late Payment Charges	- Credits	- Payments	= New Balance
Company Total	$11,200.41	$3,955.70	$0.00	$.00	$0.00	$0.00	$9,123.56	$6,032.55

MARKETING MESSAGES

WE CERTIFY THAT ALL PURCHASES LISTED ON THIS STATEMENT HAVE BEEN RECEIVED, UNLESS ANNOTATED TO THE CONTRARY, ARE TRUE, CORRECT AND FOR OFFICIAL BUSINESS ONLY. PAYMENT IS AUTHORIZED.

Cardholder Date Approver Date

CORPORATE ACCOUNT ACTIVITY

MOUNTAIN VIEW WHISMAN SD [redacted]

TOTAL CORPORATE ACTIVITY
$9,123.56 CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-01	03-28	74798265091000000000497	PAYMENT - THANK YOU 00000 C	9,123.56 PY

CUSTOMER SERVICE CALL

800-344-5696

SEND BILLING INQUIRIES TO:

U.S. Bank National Association
C/O U.S. Bancorp Purchasing Card Program
P.O. Box 6335
Fargo, ND 58125-6335

ACCOUNT NUMBER	
[redacted]	
STATEMENT DATE	DISPUTED AMOUNT
04/22/25	.00

AMOUNT DUE

6,032.55

ACCOUNT SUMMARY	
PREVIOUS BALANCE	11,200.41
PURCHASES & OTHER CHARGES	3,955.70
CASH ADVANCES	.00
CASH ADVANCE FEES	.00
LATE PAYMENT CHARGES	.00
CREDITS	.00
PAYMENTS	9,123.56
ACCOUNT BALANCE	6,032.55

Company Name: MOUNTAIN VIEW WHISMAN SD
Corporate Account Number: [redacted]
Statement Date: 04-22-2025

NEW ACTIVITY

MOUNTAIN VIEW WHISMAN SD [redacted]	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	$0.00	$3,760.91	$0.00	$3,760.91

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-26	03-25	24231685085284823039919	PANADERIA LA IMPERIAL MOUNTAIN VIEW CA	69.00
03-27	03-25	24431865085030035886118	LOS ALTOS TAQUERIA MEXICA MOUNTAIN VIEW CA	405.60
03-27	03-25	24431865085030035886126	LOS ALTOS TAQUERIA MEXICA MOUNTAIN VIEW CA	405.60
03-31	03-28	24164075087091017403543	TARGET 00003228 MOUNTAIN VIEW CA	11.81
03-31	03-28	24943005088176733849303	COSTCO WHSE #0143 MOUNTAIN VIEW CA	32.55
04-02	04-01	24231685092292827877409	SMART AND FINAL 432 MOUNTAIN VIEW CA	122.81
04-02	04-01	24943005092179259589273	COSTCO WHSE #0143 MOUNTAIN VIEW CA	258.25
04-07	04-03	24231685094295235945757	SAFEWAY #0705 MOUNTAIN VIEW CA	57.90
04-07	04-04	24692165095108013296372	MICHAELS #9490 800-642-4235 TX	35.18
04-07	04-04	24692165095108013296380	MICHAELS #9490 800-642-4235 TX	125.03
04-08	04-07	24000775097100026481555	BACKBLAZE INC BACKBLAZE.COM CA	57.25
04-08	04-07	24116415097716524991193	ACKNOWLEDGE ALLIANCE 650-314-0180 CA	61.68
04-09	04-08	24164075098091017200797	TARGET 00003228 MOUNTAIN VIEW CA	43.32
04-09	04-08	24455015098142000603564	WAL-MART #2280 MOUNTAIN VIEW CA	136.96
04-09	04-08	24943005099183707608688	COSTCO WHSE #0143 MOUNTAIN VIEW CA	32.57
04-10	04-09	24000775099100024534551	DRIP.COM WWW.DRIP.COM MN	39.00
04-10	04-08	24692165099101900735293	MICHAELS STORES 7784 MOUNTAIN VIEW CA	27.78
04-11	04-10	24036295100716049134749	EB *APRIL MULTI CHAMBE 801-413-7200 CA	23.18
04-11	04-10	24036295100742015915218	EB *CHALLENGE TEAM 38T 801-413-7200 CA	81.88
04-16	04-15	24036295105712870288212	ZENNI OPTICAL, INC. 800-211-2105 CA	234.30
04-16	04-15	24231685106307433032357	PANADERIA LA IMPERIAL MOUNTAIN VIEW CA	69.00
04-17	04-15	24231685106308021113864	SAFEWAY #0705 MOUNTAIN VIEW CA	56.09
04-17	04-16	24323005106134081002031	ITS IT ICE CREAM BURLINGAME CA	459.00
04-18	04-17	24431065108189423406952	PANDA EXPRESS #2384P OLO.COM CA	341.56
04-21	04-19	24431065110190778936185	CHIPOTLE ONLINE HTTPS://PROD. CA	409.85
04-22	04-21	24036295111718796302112	EB *CHALLENGE TEAM 38T 801-413-7200 CA	81.88
04-22	04-21	24036295111742797001416	EB *CHALLENGE TEAM 38T 801-413-7200 CA	81.88

MOUNTAIN VIEW WHISMAN 2 4246-0470-0199-9496	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	$0.00	$194.79	$0.00	$194.79

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-16	04-15	24692165105107270737076	SAFEWAY.COM #0705 877-505-4040 CA	194.79

Department: 00000 Total: $3,955.70
Division: 00000 Total: $3,955.70

March 28
Bread

(53)

MVWSD Credit Card Purchase

Revised 1-22-25

Name	Miguel Meza
Title	SCEF
School Site or Department	Castro Elementary
Date	3/19/2025
Event Date (if applicable)	March 28 2025

[For Office Use Only]
Credit Card Check Out:
Date 3/25/25
Time 10:19

Credit Card Returned*:
Date 3/25/25
Time 11:15

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s), Include reason for using credit card for this purchase: principal's coffee refreshments

SACS Code: 010-9552-0-4311-00-1110-1000-000000-003-0302
Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

ITEM NO.	DESCRIPTION (Item & Vendor)	QTY	ESTIMATED PRICE	EST SUBTOTAL
1	Panaderia La Imperial	50-60	$ 70	$ 70
2				
3				
4				
5				
6				
	Tax			-0-
	Shipping/Handling/Tip			-0-
	ESTIMATED TOTAL - NOT TO EXCEED			$ 70
	TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED			$69.00

-If needed, Will pick up Credit Card on Tuesday 3.25.25 @ 10:00 am

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature: _____ Date: March 20 2025

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: _____ Date: March 20 2025

Supervisor Print Name & Title: Interim principal

Docusign Envelope ID: D6F21ACA-89B9-4CC3-B1F3-E52953656E02

School Linked Services Family Engagement Pre-Approval Form

Coordinator Name	Miguel Meza
District	Mountain View School District
School	Mariano Castro Elementary- "Castro"

Please itemize all costs, and attach quotes for each item or service.

Item	Description	Quantity	Cost per Item	Subtotal
1	Smart & Final and/or Costco - Drinks(Water & Juice, etc.) & Snacks(snack bars, fruit snacks, natural fruit, popcorn/chips ETC)	enough for 300-400 (students & parents)	(price will vary+ CRV)	$500.00-$800.00 $73.04-120.00 Approx.Sales tax &CRV **Total $650.00-920.00**
2	Paw Prints- T-Shirt Company (Youth Size-Adult Sizes)	350	$7.00-8.00 per shirt +Aprox $140.00-Art/ Screen Fees	$2,450.00-$2,950.00
4	Pan Dulce/Breakfast Snacks	600	.50-$1.25 40-50 pieces at each event	Approx. $450.00-$550.00 total for ALL year events
5	Decorations/Materials- AMAZON/Party City/Dollar Store	20+	$5.00-$40.00	Approx. $500.00-$550.00 +sales Tax

Docusign Envelope ID: D6F21ACA-89B9-4CC3-B1F3-E52953656E02

Total sub-total	$3,700-$4,970.00
Tax	**Estimate $200.00-400.00**
Total	**$3,900-$4,630.00**

Event Date	1 time per month or as needed throughout the school year (Sept-June)
Start Time (if applicable)	During or after school hours

SLS Coordinator Signature	Date: 08/26/24
SLS Coordinator Print Name	Miguel Meza
SLS Coordinator Supervisor Signature	Date: 9/16/24
SLS Coordinator Supervisor Print Name and Title	Geoff Chang - Director Federal State & Strategic Programs

☐ Approved ☐ Denied ☐ Pending (need more information)

Natalie Mckelvey	9/18/2024

SLS Program Manager III	Date: 9/18/2024 DocuSigned by: Sonia Gutierrez A3147AB5784249F

School Linked Services Family Engagement Pre-Approval Form

Please include the following explanation:

- How are the items or services tied back to students and their families? Please include any prevention services being addressed.
- How will the SLS coordinator be involved in the event or items requested? • How will the event or program be evaluated? Please use the SLS Family Engagement Survey here.
- Attach any associated flyers or marketing to the event (if applicable)

The Mountain View Whisman School Linked Service Coordinator at Castro Elementary, in collaboration with school staff, is organizing outreach efforts to invite families of TK-5th grade students to participate in Resource & Information Events (coffee with principal/ community check-ins, ELAC/DELAC, other school-Parent meetings) throughout the school year. These events aim to enhance parent engagement and support the district's goals related to family knowledge and well-being.

Key Objectives:

- **Outreach and Participation:** Invitations will be sent via flyers, emails, and phone blasts to encourage attendance. The school is excited to welcome families to these events, which are designed to improve their understanding of school support, health, and well-being.
- **Support for SLS Goals:** The events will specifically support SLS Goal #2, which focuses on improving families' knowledge and behaviors regarding school support and well-being. Additionally, they aim to achieve SLS Goal #1 by increasing family access to community resources and services and connecting families with school staff and district support services.
- **Community Resources:** Attendees will have access to various SLS Community Providers who will share information about prevention and intervention services, school support, health resources, housing assistance, food pantries, and overall well-being.

Engagement and Collaboration: The initiative also seeks to boost parent participation in school governance and community meetings, aligning with SLS Goal #4, which emphasizes improving school climate and fostering school-family-community partnerships.

Incentives for Participation: To encourage attendance, each student will receive a school spirit T-shirt featuring the school and SLS logos, reinforcing school pride and community involvement.

Overall, these Resource & Informational Events are a strategic effort to strengthen the connection between families and the school, ensuring that parents are well-informed and actively engaged in their children's education and well-being.

This event can be evaluated by a quick online and/or in-person survey given to families.

PANADERIA LA IMPERIAL
1919 LATHAM ST
MOUNTAIN VIEW, CA 94040
4084200878

Cashier: Karen
25-Mar-2025 10:59:55A

Transaction **514424**

15 Custom Item	$15.75
45 Custom Item	$40.50
15 Custom Item	$12.75
Total	**$69.00**
CREDIT CARD SALE	$69.00
VISA 8612	

Retain this copy for statement validation

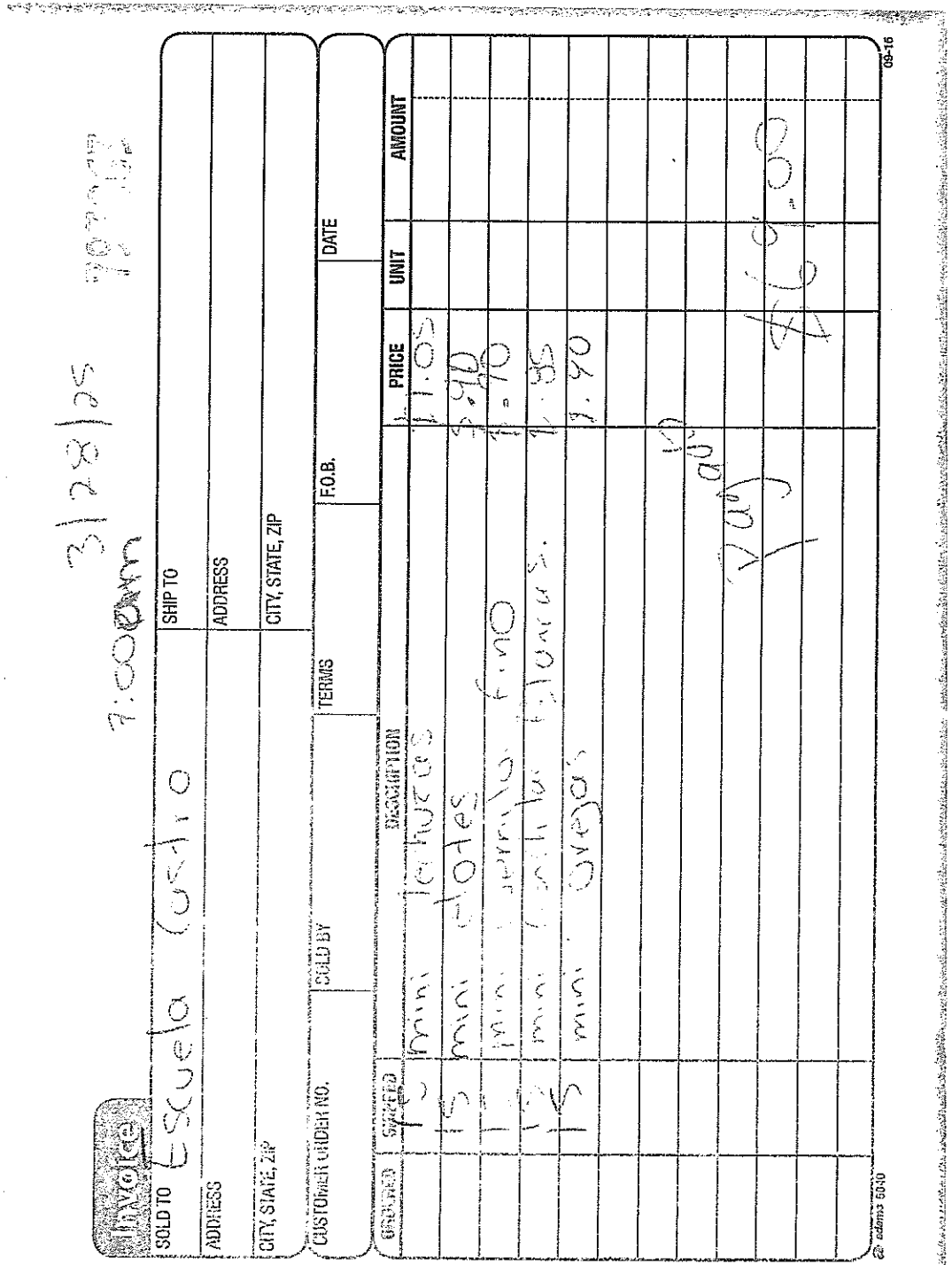
25-Mar-2025 11:02:39A
$69.00 | Method: EMV
VISA CREDIT XXXXXXXXXXXX8612
MOUNTAIN VIEW WHISMAN SD
Reference ID: 508400702182
Auth ID: 071837
MID: ********9886
AID: A0000000031010
AthNtwkNm: VISA
SIGNATURE

Online: https://clover.com/p
/0KMK6G24440QA

0KMK6G24440QA

Clover ID: THZ3BEQ08177G
Payment 0KMK6G24440QA

Clover Privacy Policy
https://clover.com/privacy



MARIANO CASTRO

RESOURCE/INFO MEETING/JUNTA DE RECURSOS/INFO

DATE: 3/28/25 (ELAC, SSC, Community Check-in, Coffee w/principal, Workshops)

PARENT NAME/NOMBRE DEL PADRE	STUDENT NAME/ NOMBRE DEL ESTUDIANTE	TEACHER OR RM. # MAESTRO(A) O # DE SALÓN
[redacted]		Ms Bowie
		Mr. Hanandez.
		Ms villanueva
		Ms Hernandez
		#8 #18
		#4 Mr. Wingman

MARIANO CASTRO

RESOURCE/INFO MEETING/JUNTA DE RECURSOS/INFO

DATE: 3/28/25 (ELAC, SSC, Community Check-in, Coffee w/principal, Workshops)

PARENT NAME/NOMBRE DEL PADRE	STUDENT NAME/ NOMBRE DEL ESTUDIANTE	TEACHER OR RM. # MAESTRO(A) O # DE SALÓN
[redacted]		Hernandez #3
		15
		18 / 11
		~~#5~~
		2
		K
		#5 smith
		~~#~~ 19
		~~#~~ 2
		~~#~~ 13

(54)

Revised 1-22-25

MVWSD Credit Card Purchase

Name	Beatriz Claas
Title	SCEF
School Site or Department	Landels
Date	3/25/25
Event Date (if applicable)	4/3/25

[For Office Use Only]
Credit Card Check Out:
Date 3/25/25
Time 11:30

Credit Card Returned*:
Date 3/25/25
Time 11:50 HR

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s). Include reason for using credit card for this purchase: We are buying food for our ELPAC celebration from los Altos Taqueria. (EL families)

SACS Code: 010-9552-0-4311-00-0000-2495-000000-005-0302
Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

ITEM NO.	DESCRIPTION (Item & Vendor)	QTY	ESTIMATED PRICE	EST SUBTOTAL
1	Rice 45-50pp		70	70
2	Beans 45-50pp		70	70
3	chicken 45-50pp		250	250
4	Chips r Salsa	0	0	0
5	tortillas		0	0
6				
		Tax		
		Shipping/Handling/Tip		
		ESTIMATED TOTAL - NOT TO EXCEED		402
		TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED		$405.60

-If needed, attach additional items on separate page

* receipt at pickup 4/3/25

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature: Beatriz Claas Date: 3/25/25

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: Date: 3/25/25

Supervisor Print Name & Title: Geoffrey Chang

[For Business Office Use Only]
Processed by Name & Title: Hera Hongtee Signature 3/25/25

Docusign Envelope ID: F5BAA98A-32A9-4CEB-A6BB-F671D7DDDD7B

School Linked Services Family Engagement Pre-Approval Form

Coordinator Name	Beatriz Claas
District	MVWSD
School	Landels Elementary School

Please itemize all costs, and attach quotes for each item or service.

Item	Description	Quantity	Cost per Item	Subtotal
	ELPAC Celebration dinner	1	400	400
	(80-100 people)			
	Mac and cheese, Rice, Beans, Chicken, Corn tortillas,			
	A green salad, Fruit, Water			
			Total sub-total	400
			Tax	
			Total	400

Event Date	April 3, 2025
Start Time (if applicable)	5:00pm

SLS Coordinator Signature	Beatriz Claas. Date: 12/6/24
SLS Coordinator Print Name	Beatriz Claas.
SLS Coordinator Supervisor Signature	Date: 12/9/24
SLS Coordinator Supervisor Print Name and Title	Geoff Chang, Director of Federal, State, and Strategic Programs

☐ Approved ☐ Denied ☐ Pending (need more information)

Natalie Mckelvey	DS MM	12/10/2024
SLS Program Manager III	DocuSigned by: Sonia Gutierrez A3147AB5764249F...	Date: 12/10/2024

Docusign Envelope ID: F5BAA98A-32A9-4CEB-A6BB-F87 1D7DDDD7B

School Linked Services Family Engagement Pre-Approval Form

Please include the following explanation:

- How are the items or services tied back to students and their families? Please include any prevention services being addressed.
- How will the SLS coordinator be involved in the event or items requested?
- How will the event or program be evaluated? Please use the SLS Family Engagement Survey here.
- Attach any associated flyers or marketing to the event (if applicable)

We are planning a special celebration and dinner for our English Learners and their families. A celebratory dinner like this can strengthen relationships with families and emphasize the importance of the ELPAC test in a positive and engaging way. We'll start the night with a warm welcome and a brief explanation of the ELPAC test and how reclassification benefits the students academically and socially. Parents will have time to ask questions.
We'll have some fun games for the students and their parents (ELPAC trivia, bingo and some minute to win it games)
We'll have music and we'll have a mix of kid-friendly and adult dishes to accommodate everyone.
We'll have handouts about ELPAC and reclassification.

For dinner we'll serve:
Mac and cheese
Rice
Beans
Chicken
Corn tortillas
A green salad
Fruit
Water

Invitation:

You are invited!
A Special Celebration for Our English Learners and their families

Join us for a fun and informative evening to celebrate the hard work of our English Learners during the ELPAC testing!

What to Expect:

-Dinner: Delicious food for the whole family
-Games: Fun activities for everyone to enjoy
-Music: Celebrate with lively tunes
-Information: Learn about the importance of ELPAC and how it helps students to reclassify

LOS ALTOS TAQUERIA
MEX
2105 OLD MIDDLEFIELD WAY
MOUNTAIN VIEW, CA 940432451
6509657236

Cashier Employee
25 Mar 2025 2 49.42P

Transaction 101715

1 Cash Discoum	$405 60
Total	**$405.60**
CREDIT CARD SALE	$405 60

VISA 8612

Retain this copy for statement validation

25 Mar 2025 2:50:07P
$405 60 | Method: KEYED
VISA XXXXXXXXXXXX8612
MANUALLY ENTERED
Reference ID 508400509024
Auth ID 072824
MID ***********3626
SIGNATURE

Online: https //clover.com/p
/2RCTCS8HKDRB2

Clover ID: 25/9ZAKCWDX0G
Payment 2RCTCS8HKDRB2

Clover Privacy Policy
https://clover com/privacy

Landels Elementary School

ELPAC Celebration

DATE: 4 / 3 / 2025

PARENT NAME	STUDENT NAME
NOMBRE DEL PADRE/MADRE	NOMBRE DEL ESTUDIANTE
[redacted]	
10.	
11.	
12.	
13.	
14.	
15.	

Please check Room # for each child
Por favor marque el Salón de cada hijo/a

Kinder			1st			2nd			3rd			4th			5th	
1	2	4	3	5	6	7	10	13	9	12	14	8	17	18	11	16
						✓										
				✓						✓						
											✓					
			✓													
												✓				
		✓								✓						
															✓	✓

Landels Elementary School

ELPAC Celebration

DATE: 4 / 3 / 2025

PARENT NAME NOMBRE DEL PADRE/MADRE	STUDENT NAME NOMBRE DEL ESTUDIANTE
[redacted]	
5.	
6.	
7. MVWSD Staff	
8. Geoff Chang - Director	
9. Pieter Dolmans - Principal	
10. Bea Claas - SCEF	
11. Ann Moorti - Secretary	
12.	
13.	
14.	
15.	

Please check Room # for each child
Por favor marque el Salón de cada hijo/a

Kinder			1st			2nd			3rd			4th		5th	
1	2	4	3	5	6	7	10	13	9	12	14	8	17 18	11	16

55

Revised 1-22-25

MVWSD Credit Card Purchase

Name	Beatriz Claas
Title	SCEF
School Site or Department	Vargas
Date	3/25/25
Event Date (if applicable)	4/2/25

[For Office Use Only]
Credit Card Check Out:
Date 3/25/25
Time 11:30

Credit Card Returned*:
Date 3/25/25
Time 11:50 HH

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s), Include reason for using credit card for this purchase: We are buying food for our ELPAC celebration from los Altos Taqueria (EL families)

SACS Code: 010-9552-0-4311-00-0000-2495-000000-007-0302
Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

ITEM NO.	DESCRIPTION (Item & Vendor)	QTY	ESTIMATED PRICE	EST SUBTOTAL
1	Rice 45-50pp		70	70
2	Beans 45-50pp		70	70
3	Chicken 45-50pp		250	250
4	Chips r Salsa		0	0
5	tortillas		0	0
6				
		Tax		
		Shipping/Handling/Tip		
		ESTIMATED TOTAL - NOT TO EXCEED		402
		TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED		$405.60

-If needed, attach additional items on separate page

* receipt at pickup 4/2/25

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature: Beatriz Claas Date: 3/25/25

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: [signature] Date: 3/25/25

Supervisor Print Name & Title: Geoffrey Chang

[For Business Office Use Only]
Processed by Name & Title: Hera Hong Lee 3/25/25 Signature [signature]

Docusign Envelope ID: 919F83D-A671-4065-A28B-0BFFF4048400

School Linked Services Family Engagement Pre-Approval Form

Coordinator Name	Beatriz Claas
District	MVWSD
School	J.A. Vargas

Please itemize all costs, and attach quotes for each item or service.

Item	Description	Quantity	Cost per Item	Subtotal
	ELPAC celebration dinner	1	400	400
	80-100 people			
	Mac &Cheese, Rice, Beans, chicken, Corn, tortillas			
	Green salad, Fruit, water			
			Total sub-total	400
			Tax	
			Total	400

Event Date	April 2, 2025
Start Time (if applicable)	5:00PM

SLS Coordinator Signature	Beatriz Claas Date: 1/7/25
SLS Coordinator Print Name	Beatriz Claas
SLS Coordinator Supervisor Signature	Date: 1/9/25
SLS Coordinator Supervisor Print Name and Title	Director of Federal, State, and Strategic Programs

☐ Approved ☐ Denied ☐ Pending (need more information)

Natalie Mckelvey	DS MM 1/9/2025
SLS Program Manager III	DocuSigned by: Sonia Gutierrez A3147AB5764249F... Date: 1/9/2025

DocuSign Envelope ID: 9191F83D-A671-4065-A28B-0BFFF4048400

School Linked Services Family Engagement Pre-Approval Form

Please include the following explanation:

- How are the items or services tied back to students and their families? Please include any prevention services being addressed.
- How will the SLS coordinator be involved in the event or items requested?
- How will the event or program be evaluated? Please use the SLS Family Engagement Survey here.
- Attach any associated flyers or marketing to the event (if applicable)

We are planning a special celebration and dinner for our English Learners and their families. A celebratory dinner like this can strengthen relationships with families and emphasize the importance of the ELPAC test in a positive and engaging way. We'll start the night with a warm welcome and a brief explanation of the ELPAC test and how reclassification benefits th students academically and socially. Parents will have time to ask questions.

We'll have some fun games for the students and their parents (ELPAC trivia, bingo and a dance party)
We'll have music and we'll offer a mix of kid-friendly and adult dishes to accommodate everyone.
We'll have handouts about ELPAC and reclassification.

Beatriz Claas.

Beatriz Claas
4/2/25

Vargas
ELPAC Celebration.

LOS ALTOS TAQUERIA MEX
2105 OLD MIDDLEFIELD WAY
MOUNTAIN VIEW, CA 940432451
6509657236

Cashier: Employee
25-Mar-2025 2:48:01P

Transaction **101714**

1 Cash Discoum	$405.60
Total	**$405.60**
CREDIT CARD SALE	$405.60
VISA 8612	

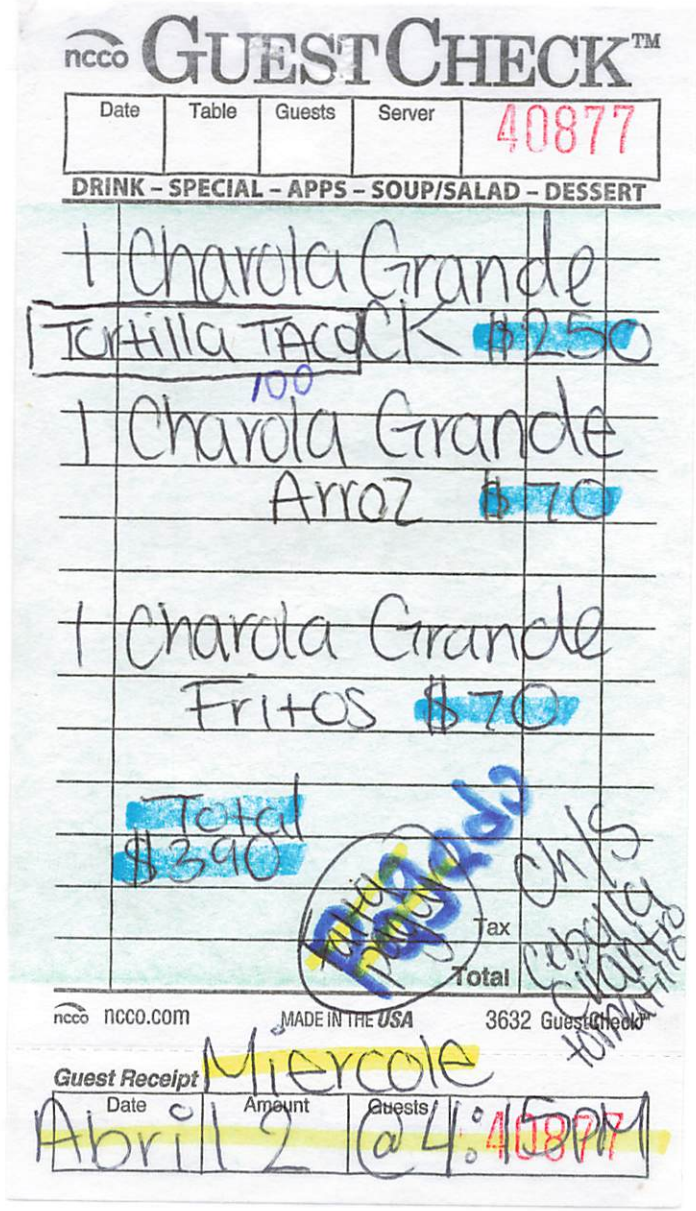
Retain this copy for statement validation

25-Mar-2025 2:48:43P
$405.60 | Method: KEYED
VISA XXXXXXXXXXXX8612
MANUALLY ENTERED
Reference ID: 508400509007
Auth ID: 069910
MID: **********3626
SIGNATURE

Online: https://clover.com/p/AXNQR73TKA62T

Clover ID: CVM8[illegible]X51FHW
Payment AXNQR73TKA62T

Clover Privacy Policy
https://clover.com/privacy


ncco GUEST CHECK™

Date	Table	Guests	Server	40877

DRINK – SPECIAL – APPS – SOUP/SALAD – DESSERT

1 Charola Grande
Tortilla Taco 100 $2.50
1 Charola Grande
Arroz $.70
1 Charola Grande
Fritos $.70
Total $3.90
Tax
Total
Gracias Regresa
Chis
Charola Grande tortillitas

ncco ncco.com MADE IN THE USA 3632 GuestCheck™

Guest Receipt Miercole

Date	Amount	Guests
Abril 2		@4:45PM

Jose Antonio Vargas Elementary School

ELPAC Celebration

DATE: 4 / 2 / 2025

PARENT NAME	STUDENT NAME
NOMBRE DEL PADRE/MADRE	NOMBRE DEL ESTUDIANTE
[redacted]	
13.	
14.	
15.	

Please check Room # for each child

Por favor marque el Salón de cada hijo/a

Kinder			1st			2nd			3rd			4th			5th	
1	2	3	4	5	6	8	9	10	11	13	18	12	14	15	16	17
			X													
				✓												
		✓														
							✓									
															X	
												+				
				X												
					✓		✓									

Jose Antonio Vargas Elementary School

ELPAC Celebration

DATE: 4 / 2 / 2025

PARENT NAME	STUDENT NAME
NOMBRE DEL PADRE/MADRE	NOMBRE DEL ESTUDIANTE
[redacted]	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	

Please check Room # for each child

Por favor marque el Salón de cada hijo/a

Kinder			1st			2nd			3rd			4th			5th	
1	2	3	4	5	6	8	9	10	11	13	18	12	14	15	16	17
X																
					X											
													X			
X																
	X						X									
							X				X					

Jose Antonio Vargas Elementary School

Jose Antonio Vargas Elementary School

ELPAC Celebration

DATE: 4 / 2 / 2025

PARENT NAME NOMBRE DEL PADRE/MADRE	STUDENT NAME NOMBRE DEL ESTUDIANTE
2.	
3.	
4.	
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9.	
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11.	
12	
13.	
14.	
15.	

Please check Room # for each child

Por favor marque el Salón de cada hijo/a

Kinder			1st			2nd			3rd			4th			5th	
1	2	3	4	5	6	8	9	10	11	13	18	12	14	15	16	17
X						X										

Jose Antonio Vargas Elementary School

ELPAC Celebration

DATE: 4 / 2 / 2025

PARENT NAME NOMBRE DEL PADRE/MADRE	STUDENT NAME NOMBRE DEL ESTUDIANTE
[redacted]	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	

Please check Room # for each child
Por favor marque el Salón de cada hijo/a

Kinder			1st			2nd			3rd			4th			5th	
1	2	3	4	5	6	8	9	10	11	13	18	12	14	15	16	17
							X									
	X															

MVWSD Credit Card Purchase

Name	Erika Navarro
Title	BTB Supervisor
School Site or Department	FSSP/Ed. Services
Date	3/17/2025
Event Date (if applicable)	3/18/2025-3/31/2025

[For Office Use Only]
Credit Card Check Out:
Date 3/28/2025
Time 12:38 pm

Credit Card Returned*:
Date 3/28/2025
Time 3:38 pm

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ALL RECEIPTS OF ITEMS LISTED ***

Reason for purchase(s), Include reason for using credit card for this purchase: Purchasing of BTB ELOP camp snack. ELOP Camps lunch for any extra pizzas needed, if more students than expected show up. BTB Program supplies for regular program. Listed a few different vendors as supply availability and cost may vary.

SACS Code:

- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 003 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 005 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 006 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 008 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 011 - 0234
- 010 - 2600 - 0 - 4310 - 00 - 0000 - 2700 - 000000 - 009 - 0234
- 010 - 2600 - 0 - 4311- 1110- 1000- 000000- 009-0234
- 010 - 2600- 0- 4310- 1110- 1000- 000000- 009-0234

Documentation of prior approval for restricted SACS accounts must be attached to this form. SACS code will NOT be adjusted afterwards.

ITEM NO.	DESCRIPTION (Item & Vendor)	QTY	ESTIMATED PRICE	EST SUBTOTAL
1	Costco Pizzas for ELOP Camp (if extras are needed)	8	10.99	$100.00
2	Walmart BTB ELOP Camp Snacks or BTB program supplies			$500.00
3	Smart & Final - BTB ELOP Camp Snacks or BTB program supplies			$500.00
4	Safeway - BTB ELOP Camp Snacks or BTB program supplies			$300.00
5	Costco - BTB ELOP Camp Snacks or BTB program supplies			$300.00
	ESTIMATED SUBTOTAL NOT TO EXCEED			$1700.00
	Tax			
	Shipping/Handling			
	UPDATED TOTAL CONFIRMED BY RECEIPT(S) ATTACHED			COSTCO $ 32.55 TARGET $ 11.81

Employee Acknowledgement:

By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card. I also understand that unauthorized or unapproved purchases may result in personal liability and/or disciplinary action.

Employee Signature: _____ Date: 3/17/25

Supervisor or Board President Approval:

By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: _____ Date: 3/18/25

12-16-24

Supervisor Print Name & Title: Geoff Chang Director of Federal, State, & Strategic Program

[For Business Office Use Only]

Processed by Name & Title: Denise Liu (Account Technician I) Signature Denise Liu

ML

COSTCO WHOLESALE

Mountain View #143
1000 N Rengstorff
Mountain View, CA 94043
(650) 988-1841

SELF-CHECKOUT

5S Member 112008152862
E 839654 BUTTERMILK 7.29
E 406852 KOSHER MOZZ 9.99
1668599 8.5" PLATE 17.99 A
0000348737 / 1668599 4.00-A
SUBTOTAL 31.27
TAX 1.28
**** TOTAL 32.55

XXXXXXXXXXX9488 H
AID: A0000000031010
Seq# 205636 App#: 066051
Visa Resp: APPROVED
Tran ID#: 508700205636....

APPROVED - Purchase
AMOUNT: $32.55
03/28/2025 13:32 143 205 108 705

Visa 32.55
CHANGE 0.00

A 9.125% TAX 1.28
TOTAL TAX 1.28
TOTAL NUMBER OF ITEMS SOLD = 3
INSTANT SAVINGS $ 4.00
03/28/2025 13:32 143 205 108 705

2101432050108250328 1332

OP#: 705 Name: SCO
Thank You!
Please Come Again
Whse:143 Trm:205 Trn:108 OP:705

Items Sold: 3
5S 03/28/2025 13:32

MK

Mountain View - 650-965-7764
555 Showers Dr
Mountain View, California 94040-1432
03/28/2025 01:59 PM

GROCERY
212220168 GG SAUCE NF $6.08
4 @ $1.52 ea
Regular Price $1.79
212220011 MARKETPANTRY NF $5.98
2 @ $2.99 ea

SUBTOTAL $12.06
NO TAX $0.00
TOTAL $12.06
Reusable Bag Discount $0.25
*9488 VISA CHARGE $11.81
AID: A0000000031010
VISA CREDIT
AUTH CODE: 054826

WHEN YOU RETURN ANY ITEM, YOUR RETURN CREDIT WILL NOT INCLUDE ANY PROMOTIONAL DISCOUNT OR COUPON APPLIED TO THE ORIGINAL ORDER.

NOTICE: Some furniture products can expose you to chemicals known to the State of California to cause cancer, birth defects or other reproductive harm. Please check on-product label for warning information

---

REC#2-5087-0322-0174-0354-4

Help make your Target Run better.
Take a 2 minute survey about today's trip

informtarget.com
User ID: 7491 2967 8982
Password: 596 456

CUÉNTENOS EN ESPAÑOL

Please take this survey within 7 days

Mountain View Whisman School District

Hera Hong-Lee <hhonglee@mvwsd.org>

Need additional info for 3/28/25 credit card purchase

2 messages

Hera Hong-Lee <hhonglee@mvwsd.org> Fri, May 2, 2025 at 12:24 PM
To: Erika Navarro <enavarro@mvwsd.org>

Hello Erika,
I am reconciling the credit card statement for payment, and one of the forms requires some additional information. You checked out the card on 3/28/25 for BTB ELOP camp snacks/lunch. On that date, there are 2 receipts: Costco $32.55 and Target $11.81. But the Target purchase was not listed on the original form. Can you please provide the purpose and the items purchased? (The receipt only lists Grocery: GG sauce $6.08 and MarketPantry $5.98)
Thank you very much for your assistance!
Best,
Hera

Hera Hong Lee
Account Technician III - Part Time
Department of Business Services
Mountain View Whisman School District
P: 650-526-3500 ext. 1086
www.mvwsd.org

Erika Navarro <enavarro@mvwsd.org> Fri, May 2, 2025 at 2:14 PM
To: Hera Hong-Lee <hhonglee@mvwsd.org>

Yes, I believe they were making pizza bagels and found cheaper pizza sauce at Target.

Erika Navarro (she/her)
Beyond the Bell Supervisor
Department of Education Services
Mountain View Whisman School District
phone: (650) 526-3557
cell: (650) 704-1496
www.mvwsd.org

CONFIDENTIALITY NOTICE: This communication, including its contents and all attachments, may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unless you are the addressee (or authorized to receive messages for the addressee), you may not use, copy, disclose, or distribute this message (or any information contained in or attached to it) to anyone. Unauthorized interception, review, use, or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act, the California Evidence Code, and the Federal Rules of Evidence. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

[Quoted text hidden]

Mountain View Whisman School District

Hera Hong-Lee <hhonglee@mvwsd.org>

Approval for credit card purchases required

2 messages

Hera Hong-Lee <hhonglee@mvwsd.org> Tue, May 13, 2025 at 9:53 AM
To: Geoffrey Chang <gchang@mvwsd.org>, Leticia Corcoran <lcorcoran@mvwsd.org>

Good Morning Geoff,
I am confirming backup documentation for our 4/22/25 credit card purchase statement. There are 2 forms submitted by Erika Navarro (BTB Supervisor) on 3/28/25 and 4/8/25 where you approved purchases for ELOP Camp snacks and BTB program supplies (please see attached). On both of those forms, Target was not originally listed as an approved vendor but was used because those supplies could not be purchased at the other vendors listed.
Can you please confirm your approval of the purchases made at Target:
3/28/25 $11.81
4/8/25 $43.32

Thank you very much,
Hera

Hera Hong Lee
Account Technician III - Part Time
Department of Business Services
Mountain View Whisman School District
P: 650-526-3500 ext. 1086
www.mvwsd.org

2 attachments

03182025_MVWSD Credit Card Purchase.pdf
462K

04012025_MVWSD Credit Card Purchase.pdf
425K

Geoffrey Chang <gchang@mvwsd.org> Tue, May 13, 2025 at 11:24 AM
To: Hera Hong-Lee <hhonglee@mvwsd.org>
Cc: Leticia Corcoran <lcorcoran@mvwsd.org>

Yes, this is fine. Thank you.

Geoff Chang
Director
Federal, State, and Strategic Programs
Mountain View Whisman School District
www.mvwsd.org

[Quoted text hidden]

Revised 3-28-255 (57)

MVWSD Credit Card Purchase

Name	Mayra Garcia-Mendoza
Title	SCEF
School Site or Department	Stevenson
Date	April 1, 2025
Event Date (if applicable)	April 1, 2025

[For Office Use Only]
Credit Card Check Out:
Date 4/1/2025
Time 10:13 am

Credit Card Returned*:
Date 4/1/25
Time 1:00pm

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): Parent University- Emotional Regulation at Home

reason for using credit card for this purchase: purchasing snacks for the event.

SACS Code: 010-9552-0-4311-00-1110-1000-000000-015-0302

Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

	DESCRIPTION and Vendor	Amount Not to Exceed
	Costco Wholesale: Snacks and drinks	$350.00

-If needed, attach additional items on separate page

Tax	$35
Shipping/Handling/Tip	
ESTIMATED TOTAL - NOT TO EXCEED	$385
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	381.06 ✓ JC

smart+final $122.81
COSTCO $258.25

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature: Mayra Garcia Date: 4/1/2025

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: Date: 4/1/25

Supervisor Print Name & Title: Megan Pohlman, Principal

[For Business Office Use Only]
Processed by Name & Title: JOHN ZEPEDA Signature 4/1/25

Docusign Envelope ID: F75631CE-76CC-4D49-A44E-FA09D7BC817A

School Linked Services Family Engagement Pre-Approval Form

Coordinator Name	Mayra Garcia-Mendoza
District	Mountain View Whisman School District
School	Stevenson Elementary

Please itemize all costs, and attach quotes for each item or service.

Item	Description	Quantity	Cost per Item	Subtotal
	Disposable Cutlery	Quantities vary	$50	$55
	Supplies for Presenter to prepare and supply to attendees.	Quantities vary	$100	$110
	Dinner (smart choice	Quantities vary	$350	$385
	Childcare	(2hr/2person)	$100	$110
			Total sub-total	**$600.00**
			Tax	**$60.00**
			Total	**$660.00**

Event Date	March 25, 2025
Start Time (if applicable)	5:30pm

SLS Coordinator Signature	Date: January 30, 2025
SLS Coordinator Print Name	Mayra Garcia-Mendoza
SLS Coordinator Supervisor Signature	Date: 2/11/25
SLS Coordinator Supervisor Print Name and Title	Geoff Chang Director of Federal, State, and Strategic Programs

☐ Approved ☐ Denied ☐ Pending (need more information)

Natalie Mckelvey	DS	2/12/2025

SLS Program Manager III	Date: 2/12/2025	DocuSigned by: Sonia Gutierrez A3147AB57642...9F...

Docusign Envelope ID: F75631CE-76CC-4D49-A44E-FA09D7BC817A

School Linked Services Family Engagement Pre-Approval Form

Please include the following explanation:

- How are the items or services tied back to students and their families? Please include any prevention services being addressed.
- How will the SLS coordinator be involved in the event or items requested?
- How will the event or program be evaluated? Please use the SLS Family Engagement Survey here.
- Attach any associated flyers or marketing to the event (if applicable)

By teaching parents emotional regulation strategies to support their students at home, Stevenson Elementary aims to enhance students' ability to manage emotions effectively. Emotional dysregulation is a significant concern within the school, and reinforcing the coping strategies taught by teachers and support staff at home can increase student success in applying these strategies in the classroom. Through this initiative, students will develop stronger emotional regulation skills, better coping mechanisms, healthier relationships, and greater resilience.

This program serves as a preventative service by equipping parents with skills that can reduce behavioral disruptions, improve emotional well-being, and create a more stable and supportive home environment. By proactively addressing emotional regulation at home, the school can decrease instances of classroom disruptions and improve students' overall academic and social success.

Smart&Final.
Warehouse & Market. Friend & Neighbor.

Store 432
141 E. EL CAMINO REAL
MOUNTAIN VIEW, CA 94040
Telephone (650) 962-1092

Produce/Bulk/Floral
Berries 6.99 F
Gas 1.41 F
2.87 lb @ 0.49 USD/lb
Regular Price 0.69 USD/lb

Grocery
Caramel Funsize 8.49 F
at Snack Size 15.99 F
o Entertainment C 12.99 F
er Club Crackers 10.99 F
er Club Crackers 10.99 F
o Entertainment C 12.99 F

Beverage
t Kids Organic 13.99 F
t Kids Organic 13.99 F
t Kids Organic 13.99 F

al
t Verify 0.00

TAL 122.81

Total # Items Sold 12

122.81 @ 0.000% = 0.00

122.81
122.81

URCHASE $122.81
xxxxxxxxxxx9488 Visa
CHIP READ
EF#: 057395 APPROVED
/ISA CREDIT
Mode: Issuer
AID: 0601120321900O

al Saved $0.57
Item Savings 0.57

Legend
F = food stamp eligible

0010432010425002000124

u were served by: Jude
e Time Store Term Opr Tran
04/01/2[illegible] 11:54 AM 432 2 40050 0124

Thank you for shopping with us!

Complete our survey and
enter for a chance to win a
$500 SMART & FINAL GIFT CARD
Visit www.smartandfinal.com/survey
within 7 days of this shop

COSTCO WHOLESALE

Mountain View #143
1000 N Rengstorff
Mountain View, CA 94043
(650) 988-1841

MV Member 111897205[illegible]28

E	906165	KS WATER 80Z	8.99
E	6300000000	CA REDEMP VA	4.00
E	1013100	GLDFSH 45CT	12.99
E	897971	KS APPLESAU	10.89
E	1902857	WATERLOO	9.99 A
E	0000351418	/1902857	2.50-A
E	1300000000	CA REDEMP VA	1.20 A
E	1473917	KS TRAIL MIX	15.99
E	1560969	MADEGOODMINI	11.99
E	720650	MINI CUKES	5.99
E	1083849	BLACK GRAPE	6.99
E	5276	RED GRAPES	6.99
E	47825	GREEN GRAPES	7.99
E	1123591	[illegible]GHEALTHMIX	13.99
E	1560969	[illegible]DEGOODMINI	11.99
E	1484855	[illegible]EESE TRAY	12.99
E	7172015	SLCD SALAME	9.99
E	1484855	CH[illegible]ESE TRAY	12.99
E	202193	MI[illegible] PEPPERS	5.99
E	412	OR[illegible] CARROTS	5.99
E	897971	KS APPLESAU	10.89
E	1013100	GLDFSH 45CT	12.99
E	906165	KS WATER 80Z	8.99
E	6300000000	CA REDEMP VA	4.00
E	1560969	MADEGOODMINI	11.99
E	1560969	MADEGOODMINI	11.99

E	1212860	KS S&C GRNLA	10.59
E	1212860	KS S&C GRNLA	10.59
		SUBTOTAL	257.46
		TAX	0.79
		**** TOTAL	258.25

XXXXXXXXXXX9488 CHIP Read
AID: A0000000031010
Seq# 3853 App#: 065132
Visa Resp: APPROVED
Tran ID#: 509100003853....

APPROVED - Purchase
AMOUNT: $258.25

Mountain View Whisman School District

Denise Liu <deliu@mvwsd.org>

Credit Card

Mayra Garcia-Mendoza <mgarciamendoza@mvwsd.org> Tue, Apr 1, 2025 at 9:49 AM
To: Denise Liu <deliu@mvwsd.org>

Oh my, yes!

Sorry about that!

On Tue, Apr 1, 2025 at 9:46 AM Denise Liu <deliu@mvwsd.org> wrote:
> Thank you! Just to confirm, since the SLS form indicates that the event happened on March 25th- was this event rescheduled from to April 1st?
>
> Denise Liu
> Account Technician I
> Fiscal Services
> Mountain View Whisman School District
> 650-526-3500 Ext. 1085
> www.mvwsd.org
>
> On Tue, Apr 1, 2025 at 9:36 AM Mayra Garcia-Mendoza <mgarciamendoza@mvwsd.org> wrote:
> > Please see attached-
> >
> > On Tue, Apr 1, 2025 at 9:32 AM Denise Liu <deliu@mvwsd.org> wrote:
> > > Hi Mayra,
> > >
> > > The credit card form needs to be completed and the SLS preapproval attached. Are you able to forward that before you come?
> > >
> > > Thank you,
> > >
> > > Denise Liu
> > > Account Technician I
> > > Fiscal Services
> > > Mountain View Whisman School District
> > > 650-526-3500 Ext. 1085
> > > www.mvwsd.org
> > >
> > > On Tue, Apr 1, 2025 at 8:42 AM Mayra Garcia-Mendoza <mgarciamendoza@mvwsd.org> wrote:
> > >
> > > > Hi Denise, can I come by within the next 20 minutes?
> > > >
> > > > On Tue, Apr 1, 2025 at 8:24 AM Denise Liu <deliu@mvwsd.org> wrote:
> > > > > Hi Mayra,
> > > > >
> > > > > Yes, the credit card is available currently, but we will need a completed Credit Card form signed by you and your supervisor and the SLS preapproval. What time do you plan to pick up the card?
> > > > >
> > > > > Thank you,
> > > > >
> > > > > Denise Liu
> > > > > Account Technician I

Fiscal Services
Mountain View Whisman School District
650-526-3500 Ext. 1085
www.mvwsd.org

On Tue, Apr 1, 2025 at 8:05 AM Mayra Garcia-Mendoza <mgarciamendoza@mvwsd.org> wrote:

Hi Denise,

I am wondering if it is possible to check out the DO's credit card for today? I'd like to go to Costco to shop snacks for a Parent U at Stevenson with preapproved SLS money.

Thank you,

Mayra Garcia-Mendoza
School and Community Engagement Facilitator
Monta Loma Elem. & Stevenson Elem.
Cell: (669) 221-1065
Mayra's Calendar at Monta Loma
Mayra's Calendar at Stevenson

EMOTIONAL REGULATION
Parent U
Stevenson Elementary, April 1, 2025

Count	Child's Name	Parent's Name
1	[redacted]	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		

Mountain View Whisman School District

Hera Hong-Lee <hhonglee@mvwsd.org>

Credit card purchase form 4/1/25 needs additional info

2 messages

Hera Hong-Lee <hhonglee@mvwsd.org> Fri, May 2, 2025 at 12:30 PM
To: Mayra Garcia-Mendoza <mgarciamendoza@mvwsd.org>

Hello Mayra,
I am currently reconciling the credit card statement for payment. I see that you checked out the card on 4/1/25 for a Parent U event. The form lists Costco for snacks and drinks, but there is also a receipt for Smart & Final $122.81 attached that was not originally listed on the form. Can you please provide the purpose and items that were purchased at Smart & Final?

Thank you for your assistance!
Best,
Hera

Hera Hong Lee
Account Technician III - Part Time
Department of Business Services
Mountain View Whisman School District
P: 650-526-3500 ext. 1086
www.mvwsd.org

Mayra Garcia-Mendoza <mgarciamendoza@mvwsd.org> Mon, May 5, 2025 at 11:14 AM
To: Hera Hong-Lee <hhonglee@mvwsd.org>

Hi Hera,

So sorry for the delayed response, I was out last week.

My apologies, Costco ended up not having juices and crackers- so I went to Smart and Final to purchase remaining items that were needed for the event.

Thanks,

[Quoted text hidden]

Mountain View Whisman School District

Hera Hong-Lee <hhonglee@mvwsd.org>

Credit card purchase approval 4/1/25

2 messages

Hera Hong-Lee <hhonglee@mvwsd.org> Tue, May 13, 2025 at 11:04 AM
To: Geoffrey Chang <gchang@mvwsd.org>, Leticia Corcoran <lcorcoran@mvwsd.org>, Megan Pohlman <mpohlman@mvwsd.org>
Cc: Nadia Pongo <npongo@mvwsd.org>

Good Morning Megan,
I am reconciling the documentation for our 4/22/25 credit card statement payment. I see that you signed the credit card checkout form for Mayra Garcia-Mendoza on 4/1/25 for a Parent University event at Stevenson. For your future reference, when account code 302 is used, the form should be signed by Geoff Chang as Director of SLS programs.
Good Morning Geoff, please see attached credit card purchase form for 4/1/25. Can you please provide your approval for the total purchases of $381.06? (Smart & Final $122.81, Costco $258.25)
Thank you very much!
Hera

Hera Hong Lee
Account Technician III - Part Time
Department of Business Services
Mountain View Whisman School District
P: 650-526-3500 ext. 1086
www.mvwsd.org

credit card 57.pdf
1628K

Geoffrey Chang <gchang@mvwsd.org> Tue, May 13, 2025 at 11:23 AM
To: Hera Hong-Lee <hhonglee@mvwsd.org>
Cc: Leticia Corcoran <lcorcoran@mvwsd.org>, Megan Pohlman <mpohlman@mvwsd.org>, Nadia Pongo <npongo@mvwsd.org>

Yes, approved. Thank you Hera, and everyone for making the event happen!

Geoff Chang
Director
Federal, State, and Strategic Programs
Mountain View Whisman School District
www.mvwsd.org

[Quoted text hidden]

Name	Erika Navarro
Title	BTB Supervisor
School Site or Department	FSSP/Ed. Services
Date	4/1/2025
Event Date (if applicable)	4/3/25 - 4/14/25

[For Office Use Only]
Credit Card Check Out:
Date 4/3/2025
Time 11:35 am

Credit Card Returned*:
Date 4/3/2025
Time 3:40pm

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ALL RECEIPTS OF ITEMS LISTED ***

Reason for purchase(s), Include reason for using credit card for this purchase: Purchasing of BTB ELOP camp snack. ELOP Camps lunch for any extra pizzas needed, if more students than expected show up. BTB ELOP camp supplies. BTB Program supplies for regular programs. Listed a few different vendors as supply availability and cost may vary.

SACS Code:

- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 003 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 005 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 006 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 008 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 011 - 0234
- 010 - 2600 - 0 - 4311 -00-1110 - 1000 - 000000 - 009 - 0234
- 010 - 2600 - 0 - 4310 - 00-1110 - 1000 - 000000 - 009 - 0234

Documentation of prior approval for restricted SACS accounts must be attached to this form. SACS code will NOT be adjusted afterwards.

ITEM NO.	DESCRIPTION (Item & Vendor)	QTY	ESTIMATED PRICE	EST SUBTOTAL
1	Costco Pizzas for ELOP Camp (if extras are needed)	24	10.99	$265.00
2	Michaels/Walmart/Dollar Tree- BTB ELOP Camp Snacks or BTB program supplies			$500.00
3	Smart & Final - BTB ELOP Camp Snacks or BTB program supplies			$500.00
4	Safeway - BTB ELOP Camp Snacks or BTB program supplies			$500.00
5	Costco - BTB ELOP Camp Snacks or BTB program supplies			$500.00
	ESTIMATED SUBTOTAL NOT TO EXCEED			$2,265.00
	Tax			
	Shipping/Handling			
	UPDATED TOTAL CONFIRMED BY RECEIPT(S) ATTACHED			$57.90

MVWSD Credit Card Purchase

Employee Safeway

Acknowledgement:

By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card. I also understand that unauthorized or unapproved purchases may result in personal liability and/or disciplinary action.

Employee Signature: _____ Date: 4/1/25

Supervisor or Board President Approval:

By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: _____ Date: 4/2/25

Supervisor Print Name & Title: Geoff Chang, Director of FSSP

SAFEWAY

Store 705 Dir Jeff Harms
Main:(650) 961-4868 Rx:(650) 961-4851
570 North Shoreline
MOUNTAIN VIEW CA 94040

00070505401242504031357

YOUR CASHIER TODAY WAS SELF

PRODUCE	Price	You Pay
2@ CANTALOUPE MELON	7.98	6
Member Savings -1.98		
211600 2@ PINEAPPLE GOLD	7.98	7.
400004 2@ STRAWBERRIES 2 LB	15.98	15.
2101 RED SDLS GRAPES	13.22	13.
2.65 lb @ $4.99 /lb		
2101 RED SDLS GRAPES	14.42	14.
2.89 lb @ $4.99 /lb		
MISCELLANEOUS		
3@ RCYCBLE BAG CHARGE	0.30	0.
TAX		0.00
**** BALANCE		57.90

Credit Purchase 04/03/25 13:57
CARD # ************9488
REF: 515734494880 AUTH: 00094911

PAYMENT AMOUNT 57.90

AL VISA CREDIT
AID A0000000031010
TVR 8000008000

Visa	57.90
CHANGE	0.00

YOUR SAVINGS

Member Savings	1.98
Total	**1.98**

YOUR POINTS
Points Earned Today 57
Points Available 384

TOTAL NUMBER OF ITEMS SOLD = 8
04/03/25 13:57 705 54 124 8854

Thank you for shopping Safeway!
For SAFEWAY FOR U questions call
[illegible]-9637 or Safeway.com/foru

**

Name	Erika Navarro
Title	BTB Supervisor
School Site or Department	FSSP/Ed. Services
Date	4/1/2025
Event Date (if applicable)	4/3/25 - 4/14/25

[For Office Use Only]
Credit Card Check Out:
Date 4/4/2025
Time 1:42 pm

Credit Card Returned*:
Date 4/4/2025
Time 1:50 pm

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ALL RECEIPTS OF ITEMS LISTED ***

Reason for purchase(s), Include reason for using credit card for this purchase: Purchasing of BTB ELOP camp snack. ELOP Camps lunch for any extra pizzas needed, if more students than expected show up. BTB ELOP camp supplies. BTB Program supplies for regular programs. Listed a few different vendors as supply availability and cost may vary.

SACS Code:

- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 003 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 005 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 006 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 008 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 011 - 0234
- 010 - 2600 - 0 - 4311 -00-1110 - 1000 - 000000 - 009 - 0234
- 010 - 2600 - 0 - 4310 - 00-1110 - 1000 - 000000 - 009 - 0234

Documentation of prior approval for restricted SACS accounts must be attached to this form. SACS code will NOT be adjusted afterwards.

ITEM NO.	DESCRIPTION (Item & Vendor)	QTY	ESTIMATED PRICE	EST SUBTOTAL
1	~~Costco Pizzas~~ for ELOP Camp (if extras are needed)	24	10.99	$265.00
2	Michaels/Walmart/Dollar Tree- BTB ELOP Camp Snacks or BTB program supplies			$500.00
3	~~Smart & Final -~~ BTB ELOP Camp Snacks or BTB program supplies			$500.00
4	~~Safeway -~~ BTB ELOP Camp Snacks or BTB program supplies			$500.00
5	~~Costco -~~ BTB ELOP Camp Snacks or BTB program supplies			$500.00
	ESTIMATED SUBTOTAL NOT TO EXCEED			$2,265.00
	Tax			
	Shipping/Handling			
	UPDATED TOTAL CONFIRMED BY RECEIPT(S) ATTACHED			$160.21

MVWSD Credit Card Purchase

Employee Michaels only 160.21
35.18
125.03

Acknowledgement:

By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card. I also understand that unauthorized or unapproved purchases may result in personal liability and/or disciplinary action.

Employee Signature: _____ Date: 4/1/25

Supervisor or Board President Approval:

By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: _____ Date: 4/2/25

Supervisor Print Name & Title: Geoff Chang, Director of FSSP

Order #8400111661506937

April 4, 2025

Total: $160.21

Buy All Again

Ordered

Ordered — Ready for Pickup — Completed

Pickup Person: Erika Navarro - enavarro@mvwsd.org **Add Person**

Pickup Location: 2415 Charleston Rd, Mountain View, CA 94043 **Get Directions**

Sold by **Michaels**

Pastel Chenille Pipe Cleaners Value Pack, 100ct. by Creatology™

Item: 10525303

Qty 2

$2.39 Reg $2.99

Buy Again

Neon Chenille Stems by Creatology™

Item: 10662061

Qty 2

$4.79 Reg $5.99

Buy Again

Chenille Pipe Cleaners, 25ct. by Creatology™

Item: 10159667

Qty 6

$1.19 Reg $1.49

Buy Again

View All

Ordered

Ordered — Ready for Pickup — Completed

Pickup Person: Erika Navarro - enavarro@mvwsd.org **Add Person**

Pickup Location: 561 Coleman Ave, San Jose, CA 95110-2047 **Get Directions**

Sold by **Michaels**

Chenille Pipe Cleaners, 100ct. by Creatology™

Item: 10525063

Qty 3

$2.39 Reg $2.99

Buy Again

Crayola White Air Dry Clay, 5lb.

Item: 10446567

Qty 11

$9.74 Reg $12.99

Buy Again

Payment Method

VISA ending in 9488 $160.21

Order Summary

April 4, 2025

Subtotal (30 items)	$156.45
Savings	-$9.90
20% off Every Regular Price Purchase with code SPRING20 Online only	-$9.90
Shipping & Handling	FREE
Tax	$13.66
Order Total	**$160.21**

Need Help?

Go to our **Help Center** for questions or concerns about your order.

Cancel Items

We would love to hear from you!

Feedback

Backblaze

Paid

Payment Date	2025-04-07 UTC
Email	jaker@mvwsd.org
Payment	Credit Card ending in 9488
Group	Technology Department (#67957)
Other	April

Backblaze
201 Baldwin Ave.
San Mateo CA 94401

Payment #: 2e61c115623c-GR-20250407205838

Transactions

Date	Item	Amount
04/07/2025	B2 Cloud Storage	($57.25)
	Tax	($0.00)

Total: ($57.25)

Do Not Sell My Personal Information

Accept Cookies

This website uses cookies to enhance user experience and to analyze performance and traffic on our website. We may also share information about your use of our site with our social media, advertising and analytics partners. View our **Cookie Policy (https://www.backblaze.com/company/cookies.html)**

(61)

11-22-24

MVWSD Credit Card Purchase

Name	Jeffrey Baier
Title	Superintendent
School Site or Department	District Office
Date	04/07/2025
Event Date (if applicable)	04/30/2025

[For Office Use Only]
Credit Card Check Out:
Date 4/7/2025
Time 10:50am

Credit Card Returned*:
Date 4/7/2025
Time 10:55am

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ALL RECEIPTS OF ITEMS LISTED ***

Reason for purchase(s), Include reason for using credit card for this purchase: Forget-Me-Not Fields of Hope event on 4/30 where MS Graham Principal Mr. Benavidez will be honored Vendor does not accept POs.

SACS Code: 010-0000-0-4310-00-0000-7100-000000-009-0600

Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

ITEM NO.	DESCRIPTION (Item & Vendor)	QTY	ESTIMATED PRICE	EST SUBTOTAL
1	Vendor: Acknowledge Alliance	1	$60.00	$60.00
2	Item: Ticket to even honoring Graham Middle			
3	School Principal, Mr. Benavidez.			
4				
5				
6				
	ESTIMATED SUBTOTAL NOT TO EXCEED			$61.68
	Tax			
	Shipping/Handling			
	UPDATED TOTAL CONFIRMED BY RECEIPT(S) ATTACHED			$61.68

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card. I also understand that unauthorized or unapproved purchases may result in personal liability and/or disciplinary action.

Employee Signature: _____ Date: 7April 2025

Supervisor Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: _____ Date: 7 April 2025

Supervisor Print Name & Title: Jeffrey Baier, Superintendent

Co-signed by Board President William Lambert

[For Business Office Use Only]
Processed by Name & Title: Denise Liu, Account Tech III Signature _____

The power of classroom wellness
Acknowledge Alliance

HOME (/)
ABOUT (/ABOUT)
WHAT WE DO (/WHAT-WE-DO)
TEAM (/TEAM)
CAREERS (/CAREERS)
NEWS
NEWS (/NEWSLETTER)
EXECUTIVE DIRECTOR'S UPDATES (/ED-UPDATES)
STORIES (/STORIES)
VIDEOS (/VIDEOS)
RESEARCH AND PUBLICATIONS (/RESEARCH)
EVENTS (/EVENTS)
REPORTS & FINANCIALS
ANNUAL REPORTS (/ANNUAL-REPORTS)
990 FORMS (/990FORMS)
SUPPORTERS & PARTNERS (/SUPPORTERS)
DONATE (/DONATE)

Forget-Me-Not

Fields of Hope

Wednesday, April 30, 2025

5:00 - 8:00 pm

Cooley Landing Education Center

2100 Bay Road, East Palo Alto, CA 94303

PLEASE JOIN US FOR AN EVENING OF CELEBRATION AND COMMUNITY BUILDING.

ENJOY SMALL BITES AND COCKTAILS WHILE LEARNING MORE ABOUT THE CRITICAL ROLE OF MENTAL HEALTH IN EDUCATING YOUNG PEOPLE AND HONORING OUR EXCEPTIONAL EDUCATORS AND COMMUNITY LEADERS.

The power of classroom wellness
Acknowledge Alliance

Mountain View Whisman School District

Jeffrey Baier <jbaier@mvwsd.org>

Thank you for registering for Forget-Me-Not!

1 message

Acknowledge Alliance <no-reply@liveimpact.org> Mon, Apr 7, 2025 at 10:49 AM
To: jbaier@mvwsd.org

Forget-Me-Not: Fields of Hope

Acknowledge Alliance

We look forward to seeing you at our Forget-Me-Not celebration!

Wednesday, April 30, 2025
5:00 - 8:00 pm

Cooley Landing Education Center

2100 Bay Road

East Palo Alto, CA 94303

Jeffrey Baier		
Name		
General Ticket	1	$60
Ticket type	Quantity	Price

Total Amount Paid on April 7, 2025: $61.68

Please visit www.acknowledgealliance.org/fmn to get to know our speakers and honorees.

If you need any assistance, please contact linda@acknowledgealliance.org.

Thank you - we appreciate your support!

A regular ticket price, minus the value of refreshments, and a scholarship ticket price are tax deductible to the extent provided by law. Except for the aforementioned refreshments, no part of this contribution was for goods or services for your use. Please consult your tax advisor for verification and keep this receipt for your records. Federal tax ID 77-0393676.

Name	Erika Navarro
Title	BTB Supervisor
School Site or Department	FSSP/Ed. Services
Date	4/1/2025
Event Date (if applicable)	4/3/25 - 4/14/25

[For Office Use Only]
Credit Card Check Out:
Date 4/8/2025
Time 9:38 am

Credit Card Returned*:
Date 4-8-25
Time 4:00 pm

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ALL RECEIPTS OF ITEMS LISTED ***

Reason for purchase(s), Include reason for using credit card for this purchase: Purchasing of BTB ELOP camp snack, ELOP Camps lunch for any extra pizzas needed, if more students than expected show up, BTB ELOP camp supplies, BTB Program supplies for regular programs. Listed a few different vendors as supply availability and cost may vary.

SACS Code:

- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 003 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 005 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 006 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 008 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 011 - 0234
- 010 - 2600 - 0 - 4311 -00-1110 - 1000 - 000000 - 009 - 0234
- 010 - 2600 - 0 - 4310 - 00-1110 - 1000 - 000000 - 009 - 0234

Documentation of prior approval for restricted SACS accounts must be attached to this form. SACS code will NOT be adjusted afterwards.

ITEM NO.	DESCRIPTION (Item & Vendor)	QTY	ESTIMATED PRICE	EST SUBTOTAL
1	Costco Pizzas for ELOP Camp (if extras are needed)	24	10.99	$265.00
2	Michaels/Walmart/Dollar Tree- BTB ELOP Camp Snacks or BTB program supplies			$500.00
3	Smart & Final - BTB ELOP Camp Snacks or BTB program supplies			$500.00
4	Safeway - BTB ELOP Camp Snacks or BTB program supplies			$500.00
5	Costco - BTB ELOP Camp Snacks or BTB program supplies			$500.00
	ESTIMATED SUBTOTAL NOT TO EXCEED			$2,265.00
	Tax			
	Shipping/Handling			—
	UPDATED TOTAL CONFIRMED BY RECEIPT(S) ATTACHED			$ 240.63

Costco 32.57
Michaels 27.78
Walmart 136.96
Target 43.32

MVWSD Credit Card Purchase

Employee

Acknowledgement:

By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card. I also understand that unauthorized or unapproved purchases may result in personal liability and/or disciplinary action.

Employee Signature: _____ Date: 4/1/25

Supervisor or Board President Approval:

By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: _____ Date: 4/2/25

Supervisor Print Name & Title: Geoff Chang, Director of FSSP

12-16-24

[For Business Office Use Only]
Processed by Name & Title: JOHN ZEPEZAUER ACCT TECH Signature

4/8 - ELOP CAMP Lunch

COSTCO WHOLESALE

Mountain View #143
1000 N Rengstorff
Mountain View, CA 94043
(650) 988-1841

Order Number: 306

1184862 WHOLE PEP	9.95 A
2 @ 9.95	
1184887 WHOLE CHEESE	19.90 A
TAX	2.72
**** TOTAL	32.57

XXXXXXXXXXX9488 CHIP Read
AID: A0000000031010
Seq# 234409 App#: 049660
Visa Resp: APPROVED
Tran ID#: 509800234409....

APPROVED - Purchase
AMOUNT: $32.57
04/08/2025 11:39 143 234 31 734

Visa	32.57
CHANGE	0.00
A 9.125% TAX	2.72
TOTAL TAX	2.72

TOTAL NUMBER OF ITEMS SOLD = 3
04/08/2025 11:39 143 234 31 734
OP#: 734 Name: Kiosk User 734

Michaels

MICHAELS STORE #7784 (650) 968-8698
2415 Charleston Rd
Mountain View,CA,94043
REWARDS NUMBER: LMR90240125949
8-9945-1495- [illegible]19-6151-1111-9168-1733-8259

100 SALE 2614 7784 052 04/08/25 11:20

ITEM INFORMATION
Order NO.5319506230185796

Neon Chenille Stem...	00195158447835	
Reg 5.99	3 @ 5.09	15.28 P
15% Teacher Discou...	2.69-	
Chenille Pipe Cleane..	00195158203677	
Reg 5.99	2 @ 5.09	10.18 P
15% Teacher Discou...	1.80-	

YOU SAVED 4.49

PURCHASE SUMMARY

SUBTOTAL	25.46
SALES TAX 9.125%	2.32
TOTAL	27.78
ACCOUNT NUMBER	*** 9488
Visa	27.78

APPROVAL: 058787 CHIP ONLINE
Application label: VISA CREDIT
AID: A0000000031010
TVR: 8000008000
TSI: 6800

This receipt expires at 60 days on 06/07/25
Previous Michaels Rewards Balance: 1.23
Click. Buy. Create. Shop michaels.com today!
Get Savings & Inspiration! Text* SIGNUP to 273283
To Sign Up for Email & Text Messages.
*Msg & Data Rates May Apply
You will receive 1 autodialed message
with a link to join Michaels alerts.

Now Hiring! Apply at michaels.com/jobs

THANK YOU FOR SHOPPING AT MICHAELS

Effective 11/27/2022 Clearance sales are considered final, sold AS IS and are not returnable for a refund or exchange.

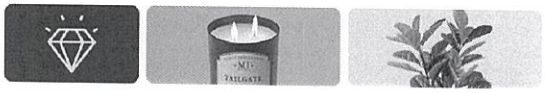
Dear Valued Customer:
Michaels return and coupon policies are available at michaels.com and in store at registers.

04/08/25 11:20

4/8 - ELOP BTB
Camp Supplies

Departments Services |

The latest in home decor



Sponsored

Walmart

Cancelled 4/8

4/8 - ELOP BTB Camp Supplies

Apr 08, 2025 order
Order# 2000130-50442006

Athletic Works Boys Cushioned Crew Socks, 10-Pack S (4-8.5) - L (3-9)	Qty 2	$15.94
Wonder Nation Boys Cushioned Crew Socks, 10-Pack Sizes S (4-8.5) - L (3-9)	Qty 1	$4.97
Hanes Women's Athletic Ankle Socks, Full Sole Cushion, 10-Pairs White 5-9	Qty 2	$21.94
(3 pack) Create Basics 18 Bottle Tie Dye Party Tub	Qty 1	$44.91
(6 pack) Way To Celebrate Plastic Party Tablecloth, 108in x 54in, White, 1ct	Qty 2	$11.64
Ziploc® Brand Slider Freezer Bags with Power Shield Technology, Quart, 50 Count	Qty 2	$16.76
Create Basics 18 Bottle Tie Dye Party Tub	Qty 1	$14.97
Alliance Rubber Tie-Dye Rubber Bands, Non-Latex Assorted 2 oz Pack (Assorted Sizes and Colors -#12, #18, #32, #64)	Qty 2	$2.24
Great Value Disposable Vinyl Gloves, 100 Count	Qty 1	$9.97
Athletic Works Boys Cushioned Crew Socks, 10-Pack S (4-8.5) - L (3-9)	Qty 4	$31.88
Bunch O Balloons Tropical Party Self-Sealing Water Balloons (3 Pack)	Qty 4	$27.96

Subtotal	~~$205.18~~
Savings	-$2.00
	$203.18
Bag fee	Pending
Tax	$18.53
Total	**$221.71**
Temporary hold ⓘ	**$229.19**

A temporary hold is the amount your bank authorizes to ensure there are funds to complete your purchase. This isn't a charge.

Once your order is complete, your credit or debit card will be charged the final order amount, including any cost differences. The final order total may exceed the temporary hold amount.

Charge history Your transaction activity for this order >

Payment method Edit VISA

Give us feedback @ survey.walmart.com
Thank you! ID #:7VNZL5SPBVQ

Walmart

WM Supercenter
650-917-0796 Mgr. JEREMIEL
600 SHOWERS DR
MOUNTAIN VIEW CA 94040
ST# 02280 OP# 009016 TE# 16 TR# 00553

ITEMS SOLD 18
TC# 5706 7961 6335 3640 1494 9

10PR PK SOCK	751038845200	4.97 X
BOB TROPICAL	193052043690	19.96 X
BOB TROPICAL	193052043690	19.96 X
WHITE TC 3CT	011179998470	2.77 X
WHITE TC 3CT	011179998470	2.77 X
WHITE TC 3CT	011179998470	2.77 X
WHITE TC 3CT	011179998470	2.77 X
10PR PK SOCK	751038845200	4.97 X
10PR PK SOCK	751038845200	4.97 X
TIEDYEBANDS	071815065430	1.12 X
TIEDYEBANDS	071815065430	1.12 X
FREEZER BAGS	078742204390	4.88 X
DSP VNYL GLV	078742208750	10.47 X
TIE DYE KIT	017754374260	10.48 T
WAS 14.97 ea YOU SAVED 4.49		
TIE DYE KIT	017754374260	10.48 T
WAS 14.97 ea YOU SAVED 4.49		
TIE DYE KIT	017754374260	10.48 T
WAS 14.97 ea YOU SAVED 4.49		
TIE DYE KIT	017754374260	10.48 T
WAS 14.97 ea YOU SAVED 4.49		
CKOUT BAGFEE	000000011010K	0.10 O

	SUBTOTAL	125.52
TAX1	9.1250 %	11.44
	TOTAL	136.96
	VISA TEND	136.96
	CHANGE DUE	0.00

VISA CREDIT- 9488 I 1 APPR#092854
136.96 TOTAL PURCHASE
REF # 509806034298
TRANS ID - 385098797712097
VALIDATION - R6S8
PAYMENT SERVICE - E
AID A0000000031010
TERMINAL # 29820168
*No Signature Required
04/08/25 15:09:30

Get free delivery from this store with Walmart+
Scan for 30-day free trial.

Low prices You Can Trust. Every Day.

4/8 - ELOP
BTB Camp Supplies

4/8 - ELOP
BTB Camp Supplies

Mountain View - 650-965-7764
555 Showers Dr
Mountain View, California 94040-1432
04/08/2025 03:32 PM

APPAREL

036031368	Cat & Jack	T	$15.98
	2 @ $7.99 ea		
036031367	Cat & Jack	T	$7.99
036031366	Cat & Jack	T	$15.98
	2 @ $7.99 ea		

SUBTOTAL	$39.95
T = CA TAX 9.12500 on $39.70	$3.62
TOTAL	$43.57
Reusable Bag Discount	$0.25
*9488 VISA CHARGE	$43.32
AID: A0000000031010	
VISA CREDIT	
AUTH CODE:	066717

WHEN YOU RETURN ANY ITEM, YOUR
RETURN CREDIT WILL NOT INCLUDE ANY
PROMOTIONAL DISCOUNT OR COUPON
APPLIED TO THE ORIGINAL ORDER.

SAVING WITH TARGET CIRCLE GOT EASIER!
Open the Target App or visit
target.com/circle to see your savings
and find more benefits!

NOTICE: Some furniture products can expose
you to chemicals known to the State of
California to cause cancer, birth defects or
other reproductive harm. Please check on-
product label for warning information

REC#2-5098-0322-0172-0079-8

Help make your Target Run better.
Take a 2 minute survey about today's trip

informtarget.com
User ID: 7490 1967 8982
Password: 799 202

CUÉNTENOS EN ESPAÑOL

Please take this survey within 7 days

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)

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.

Mountain View Whisman School District

Denise Liu <deliu@mvwsd.org>

[Drip] Invoice

1 message

Drip <support@drip.com>
To: jaker@mvwsd.org

Wed, Apr 9, 2025 at 3:22 AM

drip

Drip Global, Inc.
323 Washington Ave N. Suite 200
Minneapolis, MN 55401

Bill to:
Mountain View Whisman School District
1400 MONTECITO AVE
MOUNTAIN VIEW CA 94043-4590

Invoice

Invoice: 227675442
Date: April 3, 2025

Services

1 month Drip Service April 3, 2025 to May 3, 2025		$39.00
	Subtotal	**$39.00**
Total New Charges (USD)		**$39.00**

Payment Summary

Date	April 9, 2025
Payment #	354511112
Method	Credit card ending in 9488
Amount Charged	**$39.00**
Amount Due	$0.00

Plan Usage

Your email plan for the upcoming month includes a maximum of **2,500** active people and **unlimited** email sends.

	Actual usage through April 2	Limit from March 3 bill
Active people for Email	392	2,500
Emails sent	1,633	unlimited

Have questions about your plan?
We have all the details in the Help Center.

Go to Help Center

To make sure you keep getting these emails, please add support@drip.com to your address book or allow list.

Our postal address: 323 Washington Ave N. Suite 200, Minneapolis, MN 55401

(64)

MVWSD Credit Card Purchase

Name	Nancy Villalba
Title	Executive Assistant to Superintendent
School Site or Department	District Office-Office of Superintendent
Date	4/10/2025
Event Date (if applicable)	4/29/2025

[For Office Use Only]
Credit Card Check Out:
Date 4/10/2025
Time 2:10 pm

Credit Card Returned*:
Date 4/10/2025
Time 2:16 pm

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): Entrance ticket to the Mountain View Chamber of Commerce Mixer with local business communities for Jeffrey Baier

reason for using credit card for this purchase _____

SACS Code: 010-0000-0-5200-00-0000-7100-000000-0099-0600

Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

	DESCRIPTION and Vendor	Amount Not to Exceed
	Entrance ticket to the Mountain View Chamber of Commerce Mixer for Jeffrey Baier, Superintendent	$30.00

-If needed, attach additional items on separate page

Tax	
Shipping/Handling/Tip	
ESTIMATED TOTAL - NOT TO EXCEED	$30.00
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	$23.18

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature: _____ Date: 5-10-25

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: _____ Date: 4/10/2025

Supervisor Print Name & Title: Jeff Baier / Superintendent

[For Business Office Use Only]
Processed by Name & Title: Denise Liu (Acct Tech III) Signature Denise Liu

Co-signed by Board President William Lambert

Mountain View Whisman School District

Jeffrey Baier <jbaier@mvwsd.org>

Order Confirmation for April Multi Chamber Mixer hosted by Michaels at Shoreline
1 message

Eventbrite <noreply@order.eventbrite.com> Thu, Apr 10, 2025 at 2:12 PM
Reply-To: info@chambermv.org
To: jbaier@mvwsd.org

Eventbrite

Your Tickets for April Multi Chamber Mixer hosted by Michaels at Shoreline

eventbrite

Jeffrey,
you've got tickets!

Download on the App Store

GET IT ON Google play

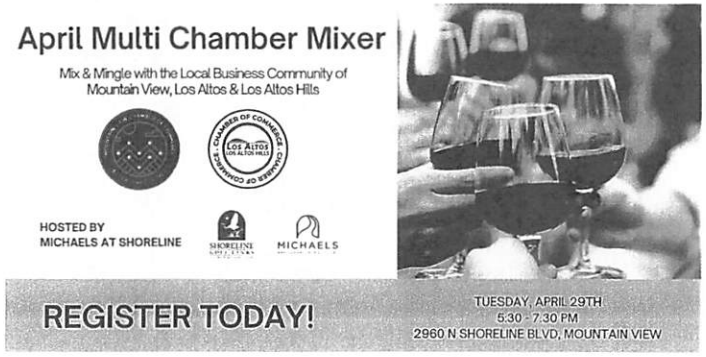
View and save your tickets before the event

Go to My Tickets

Your tickets are not in this email. Access your tickets in the Eventbrite app before your event, and stash them in your phone's digital wallet for the fastest entry!

Or, to access via web, go to the **Tickets section** in your account on Eventbrite.com to view and download a Printable PDF of your tickets.

April Multi Chamber Mixer hosted by Michaels at Shoreline



1 x Ticket
Order total: 23.18 USD

Tuesday, April 29, 2025 from 5:30 PM to 7:30 PM (PT)
Add to Google · Outlook · iCal · Yahoo

Michaels At Shoreline
2960 North Shoreline Boulevard
Mountain View, CA 94043
View on map

Questions about this event?

Contact the organizer
View event details

Order Summary

Order #12209544833 - April 10, 2025

$23.18 paid by Visa

Mountain View Whisman School District

Jeffrey Baier <jbaier@mvwsd.org>

Order Confirmation for April Multi Chamber Mixer hosted by Michaels at Shoreline
1 message

Eventbrite <noreply@order.eventbrite.com> Thu, Apr 10, 2025 at 2:12 PM
Reply-To: info@chambermv.org
To: jbaier@mvwsd.org

Eventbrite

Your Tickets for April Multi Chamber Mixer hosted by Michaels at Shoreline

eventbrite

Jeffrey, you've got tickets!

Download on the App Store

GET IT ON Google play

View and save your tickets before the event

Go to My Tickets

Your tickets are not in this email. Access your tickets in the Eventbrite app before your event, and stash them in your phone's digital wallet for the fastest entry!

Or, to access via web, go to the **Tickets section** in your account on Eventbrite.com to view and download a Printable PDF of your tickets.

April Multi Chamber Mixer hosted by Michaels at Shoreline

1 x Ticket
Order total: 23.18 USD

Tuesday, April 29, 2025 from 5:30 PM to 7:30 PM (PT)
Add to Google · Outlook · iCal · Yahoo

Michaels At Shoreline
2960 North Shoreline Boulevard
Mountain View, CA 94043
View on map

Questions about this event?

Contact the organizer
View event details

Order Summary

Order #12209544833 - April 10, 2025

$23.18 paid by Visa

Appears on your card statement as EB *April Multi Chambe

Jeffrey Baier	1 x **Member**	$23.18

23.18 USD

View and manage your order in your Eventbrite account.

Refund Policy: Contact the organizer to request a refund. Eventbrite's fee is nonrefundable. Learn More

Contact the organizer for any questions related to this purchase.

This order is subject to Eventbrite Terms of Service and Privacy Policy, and Cookie Policy.

Ticket Information

Ticket #2: Member - 23.18 USD

Jeffrey Baier
jbaier@mvwsd.org

View ticket information

eventbrite

Get the Eventbrite app

Download on the App Store | GET IT ON Google play

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535 Mission Street, 8th Floor San Francisco, CA 94105

MVWSD Credit Card Purchase

Name	Nancy Villalba
Title	Executive Assistant to the Superintendent
School Site or Department	District Office – Office of the Superintendent
Date	4/10/2025
Event Date (if applicable)	5/8/2025

[For Office Use Only]
Credit Card Check Out:
Date 4/10/2025
Time 10:00 am

Credit Card Returned*:
Date 4/10/2025
Time 10:10 am

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): Entrance ticket for Jeffrey Baier, Superintendent to the Challenge Team 38th Fundraising Event
reason for using credit card for this purchase vendor does not accept POs

SACS Code: 010-0000-0-5200-00-0000-7100-000000-009-0600
Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

	DESCRIPTION and Vendor	Amount Not to Exceed
	Entrance ticket for Jeffrey Baier, Superintendent to the Challenge Team 38th Fundraising Event	$81.88

-If needed, attach additional items on separate page

Tax	
Shipping/Handling/Tip	
ESTIMATED TOTAL - NOT TO EXCEED	
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	$81.88

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature: Nancy Villalba Date: 5-10-25

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: Jeff Baier Date: 4/10/2025

Supervisor Print Name & Title: Jeff Baier, Superintendent

[For Business Office Use Only]
Processed by Name & Title: Denise Liu (Account Technician III) Signature Denise Liu

CO-signed by Board President William Lambert

Mountain View Whisman School District

Jeffrey Baier <jbaier@mvwsd.org>

Payment received

1 message

Eventbrite <noreply@order.eventbrite.com>
Reply-To: mrubin@krauseinnovationcenter.org
To: jbaier@mvwsd.org

Thu, Apr 10, 2025 at 10:04 AM

eventbrite

We got your payment

Get tickets now

Mountain View Whisman School District

Jeffrey Baier <jbaier@mvwsd.org>

Payment received

1 message

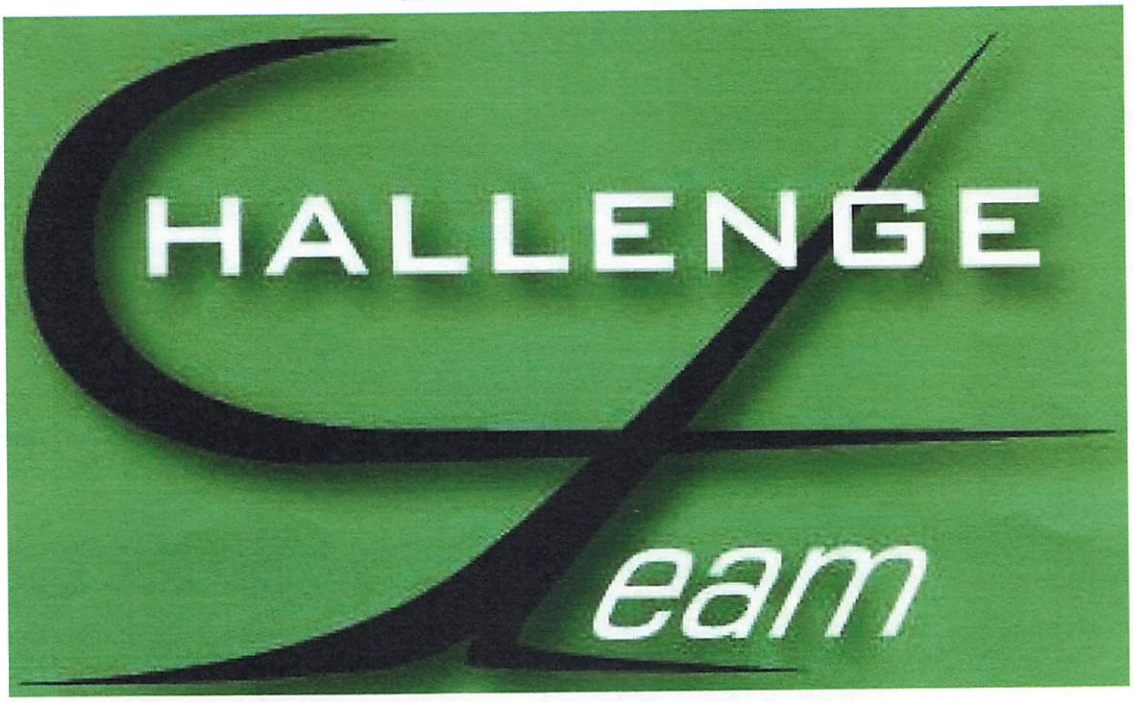
Eventbrite <noreply@order.eventbrite.com>
Reply-To: mrubin@krauseinnovationcenter.org
To: jbaier@mvwsd.org

Thu, Apr 10, 2025 at 10:04 AM

eventbrite

We got your payment

Get tickets now



Questions about Challenge Team 38th Champions Fundraising Luncheon? View event details or Contact the organizer

Payment Summary

Order #12207694943
Order date: April 10, 2025

Info Requested Info Requested	1 x General Admission	$81.88

Total: 81.88 USD
Paid by Visa

Appears on your card statement as EB *Challenge Team 38t

Contact the organizer for any questions related to this purchase.

This order is subject to Eventbrite Terms of Service and Privacy Policy, and Cookie Policy.

Additional Information

The event organizer has provided the following information:

We look forward to seeing you at the Challenge Team Luncheon on May 8th. Please be aware that there may be traffic as you get to the Google buildings near the Shoreline entrance. Plan extra time to arrive on time. We look forward to a great event. Thank you for your support!

(G5)

Revised 3-28-255

MVWSD Credit Card Purchase

Name	Miguel Meza
Title	SCEF
School Site or Department	CASTRO
Date	4/4/25
Event Date (if applicable)	

[For Office Use Only]
Credit Card Check Out:
Date 4/15/25
Time 10:58 AM

Credit Card Returned*:
Date 4/15/25
Time 2:41 pm
HHL

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): Purchase of Eyeglasses (student)

reason for using credit card for this purchase Vendor doesn't do PO

SACS Code: 010 - 0001 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 003 - 0214

Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

	DESCRIPTION and Vendor	Amount Not to Exceed
	ZENNI Eyeglasses 2 pairs for 2 students	$ 250.00

-If needed, attach additional items on separate page

Tax	Est. 85
Shipping/Handling/Tip	40
ESTIMATED TOTAL - NOT TO EXCEED	320.00
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	$ 234.30

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature: _____ Date: 4.4.25

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: _____ Date: 4/14/25

Supervisor Print Name & Title: Acantha Aragon Contreras interim Principal

[For Business Office Use Only]
Processed by Name & Title: Hera Hong Lee Admin Asst. Signature _____

Mountain View Whisman School District

Denise Liu <deliu@mvwsd.org>

Castro - TSSP

Elizabeth Llamas <ellamas@mvwsd.org> Tue, Apr 15, 2025 at 11:53 AM
To: Denise Liu <deliu@mvwsd.org>

Hi Denise,
Here is the approval for the eyeglasses.

---------- Forwarded message ---------
From: **Cathy Baur** <cbaur@mvwsd.org>
Date: Thu, Sep 26, 2024 at 2:50 PM
Subject: Re: Castro - TSSP
To: Elizabeth Llamas <ellamas@mvwsd.org>
Cc: Scott Wilbur <swilbur@mvwsd.org>, Denise Liu <deliu@mvwsd.org>

Yes to the glasses.
Cathy
Cathy Baur
Chief Academic Officer
Department of Educational Services
Mountain View Whisman School District
650-526-3545
www. mvwsd.org

On Sep 23, 2024, at 10:20 AM, Elizabeth Llamas <ellamas@mvwsd.org> wrote:

Thank you!
Could we also use TSSP to buy student glasses?

On Thu, Sep 19, 2024 at 3:08 PM Cathy Baur <cbaur@mvwsd.org> wrote:

Hello Liz,
I can approve TSSP funds for Amplify and the Field Trip as these will result in direct services for kids.
The Principals Coffee expenses should come out of a different budget.
Thanks,
Cathy
Cathy Baur
Chief Academic Officer
Department of Educational Services
Mountain View Whisman School District
650-526-3545
www. mvwsd.org

On Sep 18, 2024, at 10:28 AM, Elizabeth Llamas <ellamas@mvwsd.org> wrote:

Good morning Cathy,

Hope all is well!
I am reaching out to you to see if we can use TSSP for a few purchases this year.
Attached is our most recent data of unduplicated students showing 87% (211 students) out of 246.

We would like to use TSSP for our principal's coffee, we buy bread and coffee for the parents, this meeting happens once a month. We would also like to use it for Amplify and Eureka for couching support throughout the year, field trips, and purchasing rewards for honoring our unduplicated students. I already created some requisitions in QCC; they would just need your approval to push them through. Below are the RQ numbers.

RQ 500530 - Principal's Coffee
RQ 500537 - Amplify
RQ 500536 - Curiodyssey (first grade field trip)

Let me know if you have any questions.

Thank you so much!

--
Elizabeth Llamas
School Secretary
Mariano Castro Elementary
Mountain View Whisman School District
(650) 526-3590 Ext: 1803

<24- 25 Castro Unduplicated students - Google Sheets.pdf>

--
Elizabeth Llamas
School Secretary
Mariano Castro Elementary
Mountain View Whisman School District
(650) 526-3590 Ext: 1803

--
Elizabeth Llamas
School Secretary
Mariano Castro Elementary
Mountain View Whisman School District
(650) 526-3590 Ext: 1803

Frame: 124816
Blue

Qty: 1

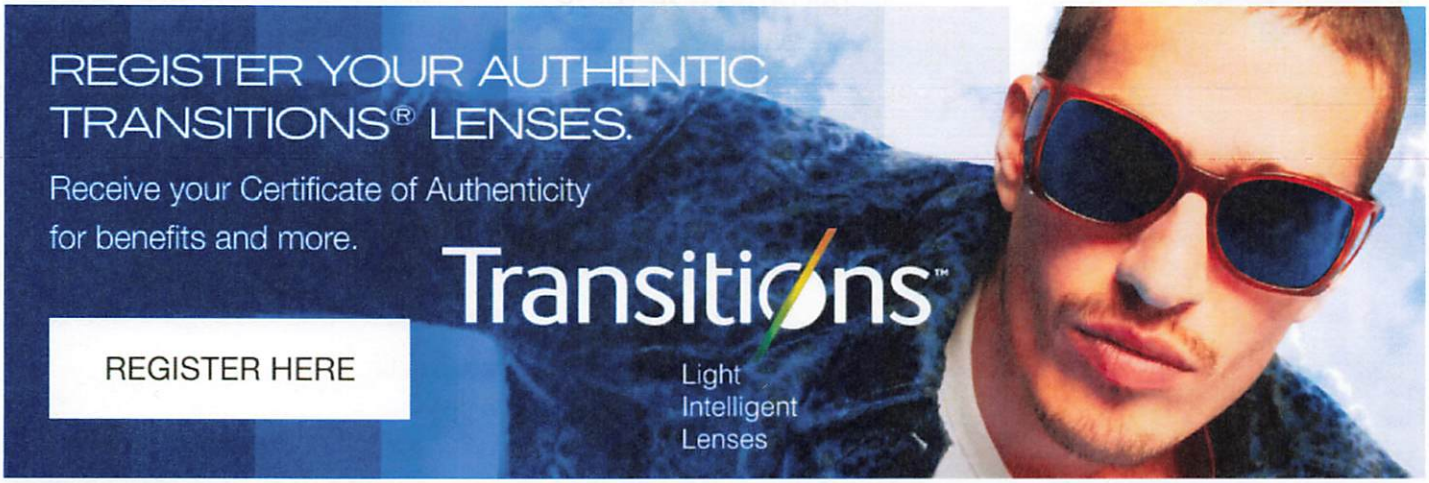
EST DELIVERY DATE
7-14 business days

Frame: 2011916
Sky

Qty: 1

EST DELIVERY DATE
7-14 business days

Total (USD) **$234.30**



FSA/HSA REIMBURSEMENT

In 7 days your printable receipt will be ready for download within My Account.

ZENNI

ORDER SUBMITTED

Thank you for the order.

ORDER NUMBER

o6810764617

PAYMENT

VISA Ending in 9488

BILLING

Mountain View Whisman SD
1400 Montecito Ave
Mountain View, CA 94043
United States

SHIPPING

Miguel Meza
Mariano Castro Elementary
500 Toft St
Mountain View, CA 94041-1727
United States
Tel: (408) 625-9428

Chat

You can learn more about FSA/HSA here

(65)

Revised 3-28-255

MVWSD Credit Card Purchase

Name	Miguel Meza
Title	SCEF
School Site or Department	Castro
Date	4/15/2025
Event Date (if applicable)	4/25/2025

[For Office Use Only]
Credit Card Check Out:
Date 4/15/25
Time 10:58 AM

Credit Card Returned*:
Date 4/15/25
Time 2:41 pm

HH

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): refreshments for Principal's coffee

reason for using credit card for this purchase PO not available

SACS Code: 010-9552-0-4311-00-0000-2495-00 0000-003-0302
Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

	DESCRIPTION and Vendor	Amount Not to Exceed
1	Imperial Panaderia - pastries	$ 70.00

-If needed, attach additional items on separate page

Tax	$ 5.00
Shipping/Handling/Tip	
ESTIMATED TOTAL - NOT TO EXCEED	$ 75.00
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	$69—

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature: _____ Date: April 15, 2025

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: _____ Date: April 2, 2025

Supervisor Print Name & Title: Interim Principal

[For Business Office Use Only]
Processed by Name & Title: Hera Honglee Admin Asst. Signature _____

ocusign Envelope ID: D6F21ACA-69B9-4CC3-B1F3-E3290000E02

School Linked Services Family Engagement Pre-Approval Form

Coordinator Name	Miguel Meza
District	Mountain View School District
School	Mariano Castro Elementary- "Castro"

Please itemize all costs, and attach quotes for each item or service.

Item	Description	Quantity	Cost per Item	Subtotal
1	Smart & Final and/or Costco - Drinks(Water & Juice, etc.) & Snacks(snack bars, fruit snacks, natural fruit, popcorn/chips ETC)	enough for 300-400 (students & parents)	(price will vary+ CRV)	$500.00-$800.00 $73.04-120.00 Approx.Sales tax &CRV **Total $650.00-920.00**
2	Paw Prints- T-Shirt Company (Youth Size-Adult Sizes)	350	$7.00-8.00 per shirt +Aprox $140.00-Art/ Screen Fees	$2,450.00-$2,950.00
4	Pan Dulce/Breakfast Snacks	600	.50-$1.25 40-50 pieces at each event	Approx. $450.00-$550.00 total for ALL year events
5	Decorations/Materials- AMAZON/Party City/Dollar Store	20+	$5.00-$40.00	Approx. $500.00-$550.00 +sales Tax

Total sub-total	$3,700-$4,970.00
Tax	**Estimate $200.00-400.00**
Total	**$3,900-$4,630.00**

Event Date	1 time per month or as needed throughout the school year (Sept-June)
Start Time (if applicable)	During or after school hours

SLS Coordinator Signature	Date: 08/26/24
SLS Coordinator Print Name	Miguel Meza
SLS Coordinator Supervisor Signature	Date: 9/16/24
SLS Coordinator Supervisor Print Name and Title	Geoff Chang - Director Federal State & Strategic Programs

☐ Approved ☐ Denied ☐ Pending (need more information)

Natalie Mckelvey	MM 9/18/2024

SLS Program Manager III	Date: 9/18/2024 DocuSigned by: Sonia Gutierrez A3147AB5764249F...

School Linked Services Family Engagement Pre-Approval Form

Please include the following explanation:

- How are the items or services tied back to students and their families? Please include any prevention services being addressed.
- How will the SLS coordinator be involved in the event or items requested? • How will the event or program be evaluated? Please use the SLS Family Engagement Survey here.
- Attach any associated flyers or marketing to the event (if applicable)

The Mountain View Whisman School Linked Service Coordinator at Castro Elementary, in collaboration with school staff, is organizing outreach efforts to invite families of TK-5th grade students to participate in **Resource & Information Events** (coffee with principal, community check-ins, ELAC/DELAC, other school Parent meetings) throughout the school year. These events aim to enhance parent engagement and support the district's goals related to family knowledge and well-being.

Key Objectives:

- **Outreach and Participation:** Invitations will be sent via flyers, emails, and phone blasts to encourage attendance. The school is excited to welcome families to these events, which are designed to improve their understanding of school support, health, and well-being.
- **Support for SLS Goals:** The events will specifically support SLS Goal #2, which focuses on improving families' knowledge and behaviors regarding school support and well-being. Additionally, they aim to achieve SLS Goal #1 by increasing family access to community resources and services and connecting families with school staff and district support services.
- **Community Resources:** Attendees will have access to various SLS Community Providers who will share information about prevention and intervention services, school support, health resources, housing assistance, food pantries, and overall well-being.

Engagement and Collaboration: The initiative also seeks to boost parent participation in school governance and community meetings, aligning with SLS Goal #4, which emphasizes improving school climate and fostering school-family-community partnerships.

Incentives for Participation: To encourage attendance, each student will receive a school spirit T-shirt featuring the school and SLS logos, reinforcing school pride and community involvement.

Overall, these Resource & Informational Events are a strategic effort to strengthen the connection between families and the school, ensuring that parents are well-informed and actively engaged in their children's education and well-being.

This event can be evaluated by a quick online and/or in-person survey given to families.

732204

Invoice

SOLD TO	SHIP TO
Escuela casko.	04.25.25
ADDRESS	ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP 7:AM.

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
	15	Mini Techuzas.			
	15	" " Glotes			
	15	" " Cuerno Fino Rositas.			
	15	" " Concha Vainilla.	Pagados.		
	10	" " Mini Orejas.			$69.

edams 5840

09-15

PANADERIA LA IMPERIAL
1919 LATHAM ST
MOUNTAIN VIEW, CA 94040
4084200878

Cashier: Francisco
15-Apr-2025 2:02:08P
Transaction **516225**

Principals Coffee
on 4/25/25

15 Custom Item	$15.75
45 Custom Item	$40.50
15 Custom Item	$12.75
Total	**$69.00**
CREDIT CARD SALE	$69.00
VISA 9488	

Retain this copy for statement validation

15-Apr-2025 2:03:50P
$69.00 | Method: CONTACTLESS
VISA CREDIT XXXXXXXXXXXX9488
MID: ********9886
AID: A0000000031010

Online: https://clover.com/p
/APF4X7NGR2D3Y

APF4X7NGR2D3Y

Clover ID: PNJ4K15Z2Z1AA
Payment APF4X7NGR2D3Y

Clover Privacy Policy
https://clover.com/privacy

(66)

Revised 3-28-255

MVWSD Credit Card Purchase

Name	Ronald Vargas
Title	SCEF
School Site or Department	Mariano Castro
Date	3/28/25
Event Date (if applicable)	4/17/25

[For Office Use Only]
Credit Card Check Out:
Date 4/15/25
Time 10:58 AM

Credit Card Returned*:
Date 4/15/25
Time 2:41 pm

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): Parent University dinner for families. Evening event.

reason for using credit card for this purchase not possible to get PO, invoice

SACS Code: 010-1100-0-4310-00-0000-2700-000000-003-0100

Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

	DESCRIPTION and Vendor	Amount Not to Exceed
	Panda Express	$315.00
	Beverages - Safeway	$55.00

-If needed, attach additional items on separate page

Tax	$33.86
Shipping/Handling/Tip	0
ESTIMATED TOTAL - NOT TO EXCEED	$405.00
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	$397.65

$341.56 panda
+ 56.09 safeway

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature: Ronald Vargas Date: 3/28/2025

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: _____ Date: 3/28/2025

Supervisor Print Name & Title: Acantha Aragon Contrera

[For Business Office Use Only]
Processed by Name & Title: Hera Hong Lee Signature date: 4/15/25

Mountain View Whisman School District

Hera Hong-Lee <hhonglee@mvwsd.org>

Fwd: Panda Express Order Received

1 message

Ronald Vargas <rovargas@mvwsd.org>
To: Hera Hong-Lee <hhonglee@mvwsd.org>

Tue, Apr 15, 2025 at 2:40 PM

Ronald Vargas

---------- Forwarded message ---------
From: **Panda Express** <noreply@pandaexpress.com>
Date: Tue, Apr 15, 2025 at 2:11 PM
Subject: Panda Express Order Received
To: Ronald Vargas <rovargas@mvwsd.org>

EL CAMINO REAL & EL MONTE
1035 El Monte Ave, Mountain View, CA 94040

(650) 691-9061

Order # 34577782115811330

Customer Name:	Ronald Vargas
Customer Email:	rovargas@mvwsd.org
Customer Contact Number:	16507937491

RECEIVING CUSTOMER INFORMATION

Name:	Ronald Vargas
Email:	rovargas@mvwsd.org
Contact Number:	16507937491

Payment Method: Credit Card Visa x-9488. Amount: $341.56

ORDER FOR PICKUP
Order ready at **4:15 PM**, (THURSDAY, 4/17/2025)

Thanks for your order!

1 x 12-16 person Party Bundle	(1 x $112.00)	=	$112.00

- 2 x Chow Mein
- 2 x Super Greens
- 2 x Grilled Teriyaki Chicken

1 x 26-30 person Party Bundle	(1 x $201.00)	=	$201.00

- 4 x Fried Rice
- 4 x Chow Mein
- 2 x The Original Orange Chicken
- 2 x Broccoli Beef

1 x Utensils
1 x Napkins
1 x Soy Sauce

1 x Teriyaki Sauce

1 x Chili Sauce

SUBTOTAL	$313.00
TAX	$28.56
TOTAL	**$341.56**

Panda Cares Foundation is a registered 501(c)(3) non-profit organization, Tax ID 81-2094929. If you donated, thank you and this receipt serves as your official record for tax purposes. No goods or services were provided in exchange for this donation. For more information about our donation program, please visit www.pandacares.org

Note: Add noreply@pandaexpress.com to your safe-senders list so that you are sure to receive our messages.
For order issues, please contact EL CAMINO REAL & EL MONTE at (650) 691-9061.
Order placed at 2:11 PM

SAFEWAY

Store 705 Dir Jeff Harms
Main:(650) 961-4868 Rx:(650) 961-4851
570 North Shoreline
MOUNTAIN VIEW CA 94040

00070505100942504151351

YOUR CASHIER TODAY WAS SELF

		Price	You Pay
GROCERY			
2113024032	SIG DRINKING WATER	3.99	2.99 S
9425	CRV SFTDK 24PK NTX	1.20	1.20 S
	Member Savings -0.49		
	forU Personalized -0.51		
4900001278	COCA COLA CLASSIC	17.99	12.99 B
9424	CRV SFTDK 24PK TAX	1.20	1.20 B
	Member Savings -1.00		
	forU Store Coupon -4.00		
4900001938	SPRITE SODA	17.99	12.99 B
9424	CRV SFTDK 24PK TAX	1.20	1.20 B
	Member Savings -1.00		
	forU Store Coupon -4.00		
4900002890	COCA COLA CLASSIC	11.99	8.99 B
9412	CRV SFTDK 12PK TAX	0.60	0.60 B
	Member Savings -3.00		
4900004255	COCA COLA ZERO	11.99	8.99 B
9412	CRV SFTDK 12PK TAX	0.60	0.60 B
	Member Savings -3.00		

TAX	4.34
**** BALANCE	56.09

Credit Purchase 04/15/25 13:51
CARD # **********9488
REF: 495142494880 AUTH: 00077632

PAYMENT AMOUNT	56.09

AL VISA CREDIT
AID A0000000031010
TVR 0000000000

Visa	56.09
CHANGE	0.00

YOUR SAVINGS

Member Savings	8.49
for U Savings	8.51
Total	17.00
Total Savings Value	25%

Castro Elementary
Parent University

Family Literacy Night

Thursday, April 17th
5-7pm
in the MUR
Dinner will be served.

Castro Elementary
Parent University

Family Literacy Night

Thursday, April 17th
5-7pm
in the MUR
Dinner will be served.

Mountain View Whisman School District

Hera Hong-Lee <hhonglee@mvwsd.org>

Sign in sheet for Parent U on 4/17/25?

Elizabeth Llamas <ellamas@mvwsd.org> Mon, May 5, 2025 at 8:26 AM
To: Hera Hong-Lee <hhonglee@mvwsd.org>
Cc: Acantha Ellard <aellard@mvwsd.org>, Ronald Vargas <rovargas@mvwsd.org>, Miguel Meza <mmeza@mvwsd.org>

Good morning Hera,
About 45 participants attended the event.

On Fri, May 2, 2025 at 9:13 AM Hera Hong-Lee <hhonglee@mvwsd.org> wrote:
> Good Morning Acantha and Liz,
> Thank you for forwarding the flyer. Do you also have an estimate as to the number of attendees for this event?
> Best,
> Hera
>
> Hera Hong Lee
> Account Technician III - part time
> Department of Business Services
> Mountain View Whisman School District
> P: 650-526-3500 ext. 1086
> www.mvwsd.org

On Thu, May 1, 2025 at 1:36 PM Acantha Ellard <aellard@mvwsd.org> wrote:
> Thanks Liz. Hera - we were informed that flyers can be used in lieu of sign in sheets for large events.
> Thanks,
> Acantha Aragon Contreras
> Interim Principal
> Mariano Castro Elementary School
> Mountain View Whisman School District
> (650) 526-3590
>
> *Confidentiality Notice: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.*

On Thu, May 1, 2025 at 1:21 PM Elizabeth Llamas <ellamas@mvwsd.org> wrote:
> Hi Hera,
>
> Attached is our flyer for the Parent U that was on April 17. I had sent this one to Denise.
>
> Thank you.
>
> On Thu, May 1, 2025 at 1:04 PM Ronald Vargas <rovargas@mvwsd.org> wrote:
> > Hi Hera,
> >
> > Elizabeth Llamas will get back to you.
> >
> > Thanks,
> >
> > On Thu, May 1, 2025 at 10:24 AM Hera Hong-Lee <hhonglee@mvwsd.org> wrote:
> > > Good Morning Ron,
> > > I am reconciling the credit card statement for payment. And I see that Denise left me a post it note that says she was waiting for a sign in sheet for the Parent U event on 4/17/25 (purchases

Mountain View Whisman School District

Hera Hong-Lee <hhonglee@mvwsd.org>

Sign in sheet for Parent U on 4/17/25?

6 messages

Hera Hong-Lee <hhonglee@mvwsd.org> Thu, May 1, 2025 at 10:24 AM
To: Ronald Vargas <rovargas@mvwsd.org>

Good Morning Ron,
I am reconciling the credit card statement for payment. And I see that Denise left me a post it note that says she was waiting for a sign in sheet for the Parent U event on 4/17/25 (purchases for Panda Express and Safeway). Can you please forward me the event sign in sheet?
Thank you for your assistance!
Best,
Hera

Hera Hong Lee
Account Technician III - Part Time
Department of Business Services
Mountain View Whisman School District
P: 650-526-3500 ext. 1086
www.mvwsd.org

Ronald Vargas <rovargas@mvwsd.org> Thu, May 1, 2025 at 1:03 PM
To: Hera Hong-Lee <hhonglee@mvwsd.org>, Acantha Ellard <aellard@mvwsd.org>, Elizabeth Llamas <ellamas@mvwsd.org>
Cc: Miguel Meza <mmeza@mvwsd.org>

Hi Hera,

Elizabeth Llamas will get back to you.

Thanks,
[Quoted text hidden]
--
Ronald Vargas
School Community Engagement Facilitator
Castro Elementary/ Mistral Elementary
Mountain View Whisman School District
Castro 650-526-3590 ext.1825
Mistral 650-526-3575 ext. 3612

Elizabeth Llamas <ellamas@mvwsd.org> Thu, May 1, 2025 at 1:21 PM
To: Ronald Vargas <rovargas@mvwsd.org>
Cc: Hera Hong-Lee <hhonglee@mvwsd.org>, Acantha Ellard <aellard@mvwsd.org>, Miguel Meza <mmeza@mvwsd.org>

Hi Hera,

Attached is our flyer for the Parent U that was on April 17. I had sent this one to Denise.

Thank you.
[Quoted text hidden]
--
Elizabeth Llamas
School Secretary
Mariano Castro Elementary
Mountain View Whisman School District

(650) 526-3590 Ext: 1803

2 attachments

1.png
1498K

(Spanish).png
1466K

Acantha Ellard <aellard@mvwsd.org> Thu, May 1, 2025 at 1:35 PM
To: Elizabeth Llamas <ellamas@mvwsd.org>, Hera Hong-Lee <hhonglee@mvwsd.org>
Cc: Ronald Vargas <rovargas@mvwsd.org>, Miguel Meza <mmeza@mvwsd.org>

Thanks Liz. Hera - we were informed that flyers can be used in lieu of sign in sheets for large events.
Thanks,
Acantha Aragon Contreras
Interim Principal
Mariano Castro Elementary School
Mountain View Whisman School District
(650) 526-3590

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[Quoted text hidden]

Hera Hong-Lee <hhonglee@mvwsd.org> Fri, May 2, 2025 at 9:12 AM
To: Acantha Ellard <aellard@mvwsd.org>
Cc: Elizabeth Llamas <ellamas@mvwsd.org>, Ronald Vargas <rovargas@mvwsd.org>, Miguel Meza <mmeza@mvwsd.org>

Good Morning Acantha and Liz,
Thank you for forwarding the flyer. Do you also have an estimate as to the number of attendees for this event?
Best,
Hera

Hera Hong Lee
Account Technician III - part time
Department of Business Services

Mountain View Whisman School District
P: 650-526-3500 ext. 1086
www.mvwsd.org

[Quoted text hidden]

Elizabeth Llamas <ellamas@mvwsd.org> Mon, May 5, 2025 at 8:26 AM
To: Hera Hong-Lee <hhonglee@mvwsd.org>
Cc: Acantha Ellard <aellard@mvwsd.org>, Ronald Vargas <rovargas@mvwsd.org>, Miguel Meza <mmeza@mvwsd.org>

Good morning Hera,
About 45 participants attended the event.
[Quoted text hidden]

(67)

Revised 3-28-255

MVWSD Credit Card Purchase

Name	Priscila Bogdanic
Title	DO SCEF
School Site or Department	DO
Date	4/1/2025
Event Date (if applicable)	5/1/2025

[For Office Use Only]
Credit Card Check Out:
Date 4/16/25
Time 8:30

Credit Card Returned*:
Date 4/16/25
Time 8:40

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): ___Special treat for all 2025 reclassified students_____

reason for using credit card for this purchase___Confirm order and delivery the day of the event._____

SACS Code: 010-9552.0-4310-00-0000-2495-000000-009-0302

Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

	DESCRIPTION and Vendor	Amount Not to Exceed
10	It's It Vanilla (24 bars)	$260.00
10	Dry Ice	$100.00

-If needed, attach additional items on separate page

Tax	9.5%
Shipping/Handling/Tip	$99.99
ESTIMATED TOTAL - NOT TO EXCEED	$460.00
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	$459.00

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature: _____ Date: 4/1/2025

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: _____ Date: 4/4/25

Supervisor Print Name & Title: Geoff Chang

[For Business Office Use Only]
Processed by Name & Title: John Zepezauer Acct Tech Signature _____

Phone/ Internet/ Office Orders

Invoice / Estimate

It's-It Ice Cream Company
865 Burlway Road
Burlingame CA 94010

Date	Estimate #
3/11/2025	116

Name / Address
PRISCILA BOGDANIC CRITTENDEN MIDDLE SCHOOL 1701 ROCK ST. MOUNTAIN VIEW , CA 94043

Project

Description	Qty	Cost	Total
It's It Vanilla 24 Bars	10	26.00	260.00
Dry Ice Per 24 Units	10	10.00	100.00
Shipping LOCAL DELIVERY		99.00	99.00
NOTE : You can choose the flavor by the case not by the pieces. available flavors are : vanilla , mint, chocolate, cappuccino , strawberry , pumpkin , green tea , chips it and big daddy			
Sales Tax		9.50%	0.00
		Total	$459.00

Customer Signature _____

Phone/ Internet/ Office Orders

Sales Receipt

It's-It Ice Cream Company
865 Burlway Road
Burlingame CA 94010

Date	Sale No.
4/16/2025	15484

Sold To
PRISCILA BOGDANIC CRITTENDEN MIDDLE SCHOOL 1701 ROCK ST. MOUNTAIN VIEW , CA 94043

Ship To
PRISCILA BOGDANIC CRITTENDEN MIDDLE SCHOOL 1701 ROCK ST. MOUNTAIN VIEW , CA 94043

Credit Card #	Payment Method	Ship Via	Ship Date	Delivery Date
9488		Delivery	5/1/2025	9:00-12:00pm

Description	Quantity	Rate	Amount
It's It Vanilla 24 Bars	10	26.00	260.00
Dry Ice Per 24 Units	10	10.00	100.00
Shipping/ local delivery		99.00	99.00
Sales Tax		9.50%	0.00

ITS IT ICE CREAM
865 BURLWAY
BURLINGAME, CA 94010
04/16/2025 09:17:03
CREDIT CARD
VISA SALE

Card #	XXXXXXXXXXXX9488
SEQ #:	1
Batch #:	1494
INVOICE	1
Approval Code:	008013
Entry Method:	Manual
Mode:	Online
Tax Amount:	$0.00
Cust Code:	018
Avs Code:	NYZ

Total: $459.00

Received By:____ SALE AMOUNT $459.00 _____

CUSTOMER COPY

Mountain View Whisman School District

John Zepezauer <jzepezauer@mvwsd.org>

Fwd: Quote

2 messages

Priscila Bogdanic <pbogdanic@mvwsd.org> Wed, Apr 16, 2025 at 12:39 PM
To: John Zepezauer <jzepezauer@mvwsd.org>
Cc: Leticia Corcoran <lcorcoran@mvwsd.org>

Hi John,
This is the receipt you requested regarding the use of the credit card.
Leticia, the order will arrive on May 1, the time window is 9am to12pm.
Priscila

---------- Forwarded message ---------
From: **IT'S-IT OFFICE** <office@itsiticecream.com>
Date: Wed, Apr 16, 2025 at 9:39 AM
Subject: Re: Quote
To: Priscila Bogdanic <pbogdanic@mvwsd.org>

Hello Priscila,

Thank you for your order with IT'S-IT Ice Cream. Attached is your receipt. Please feel free to call our office if you have any questions.

Thank you,

Berna Almero
IT'S-IT ICE CREAM CO.
650-347-2122

On Wed, Apr 16, 2025 at 8:31 AM Priscila Bogdanic <pbogdanic@mvwsd.org> wrote:
> Hi Berna,
> I have the credit card to place the order. Please call me at your earliest convenience 650 382 3065.
> Thank you,
> Priscila

PRISCILA BOGDANIC - CRITTENDEN MID. SCH SR # 15484.pdf
284K

John Zepezauer <jzepezauer@mvwsd.org> Wed, Apr 16, 2025 at 1:02 PM
To: Priscila Bogdanic <pbogdanic@mvwsd.org>

received, thank you
[Quoted text hidden]
--
John Zepezauer
Account Technician (A/P)
Fiscal Services
Mountain View Whisman School District
650-526-3546
www.mvwsd.org

Mountain View Whisman School District

Hera Hong-Lee <hhonglee@mvwsd.org>

Backup documents requested

2 messages

Hera Hong-Lee <hhonglee@mvwsd.org> Wed, Apr 23, 2025 at 12:05 PM
To: Priscila Bogdanic <pbogdanic@mvwsd.org>
Cc: Kevin Quaresma <kquaresma@mvwsd.org>, Denise Liu <deliu@mvwsd.org>

Good Morning Priscilla,
I am helping Denise and Kevin to close the loop on some missing back up documents for credit card purchases.
Can you please forward a copy of SLS approval for the credit card purchase on 4/16/25 (It's It Vanilla bars, dry ice, and shipping)?
In addition, we are missing the reasoning for using the credit card instead of a PO. This information is required in the event that we receive any questions from the Board when they review the credit card purchases.
Please forward the reason for this purchasing requiring the use of the credit card.

Thank you for your assistance!
Best,
Hera

Hera Hong Lee
Temp Administrative Assistant Mondays - Thursdays
Dr. Rebecca Westover, Chief Business Officer
Department of Business Services
Mountain View Whisman School District
P: 650-526-3500 ext. 1080
www.mvwsd.org

Priscila Bogdanic <pbogdanic@mvwsd.org> Wed, Apr 23, 2025 at 1:10 PM
To: Hera Hong-Lee <hhonglee@mvwsd.org>
Cc: Kevin Quaresma <kquaresma@mvwsd.org>, Denise Liu <deliu@mvwsd.org>, Leticia Corcoran <lcorcoran@mvwsd.org>

Hi Hera, Denise and Kevin,
The It'sIt are the treat for the Reclassified students during the reclassification ceremony May 1, 2025, approved by SLS on 2/12/2025
We requested the Credit Card because it is the preferred payment method of the company. We did the same last year.
We get them delivered out of convenience, the day of the event we do not have time to go pick up and store the cases. They deliver the ice cream in dry ice, so it does not melt, directly to us at Crittenden 5/1 between 12-2pm
Hope this helps.
Priscila

[Quoted text hidden]

--
Priscila Bogdanic
District & Community Engagement Facilitator (SCEF)
McKinney-Vento liaison@SPARC
work (650) 526-3500 ext 1120
1400 Montecito Ave.
Mountain View, CA 94043
www.mvwsd.org

Approved SLS DO - Reclassification Ceremony.pdf
353K

Docusign Envelope ID: F75631CE-76CC-4D49-A44E-FA09D7BC817A

School Linked Services Family Engagement Pre-Approval Form

Behavioral Health Services

SCHOOL LINKED SERVICES

Coordinator Name	Priscila Bogdanic
District	Mountain View Whisman School District
School	District Office

Please itemize all costs, and attach quotes for each item or service.

Item	Description	Quantity	Cost per Item	Subtotal
1	Treats for Reclassified students	150	$2.00	$300.00
2	Snacks community	400	$2.00	$800.00
3	Supplies and decorations			$1,000.00
			Total sub-total	**$2,100.00**
			Tax	**$210.00**
			Total	**$2,310.00**

Event Date	May 01, 2025
Start Time (if applicable)	5:00-6:00 p.m.

SLS Coordinator Signature	Date: 2/10/2025
SLS Coordinator Print Name	Priscila Bogdanic
SLS Coordinator Supervisor Signature	Date: 2/11/25
SLS Coordinator Supervisor Print Name and Title	Geoff Chang Director of Federal, State, and Strategic Programs

☐ Approved ☐ Denied ☐ Pending (need more information)

Natalie Mckelvey	NM	2/12/2025
SLS Program Manager III	DocuSigned by: Sonia Gutierrez A3147AB5764249F...	Date: 2/12/2025

Docusign Envelope ID: F75631CE-76CC-4D49-A44E-FA09D7BC817A

School Linked Services Family Engagement Pre-Approval Form

Please include the following explanation:

- How are the items or services tied back to students and their families? Please include any prevention services being addressed.
- How will the SLS coordinator be involved in the event or items requested?
- How will the event or program be evaluated? Please use the SLS Family Engagement Survey here.
- Attach any associated flyers or marketing to the event (if applicable)

Achieving English proficiency for non-English speaking students takes dedication, perseverance, and hard work. We also acknowledge that without the support of their families and continuous engagement with the school and district programs, their road to success would be much harder. At the reclassification ceremony we celebrate this important achievement for the students and recognize the unconditional support of their families throughout the process.

This celebration is an important reinforcement of the positive and inclusive district climate, which involves the families and the district community members. It helps create a stronger bond between the community and the district allowing a safe learning environment that acknowledges success. This also provides us the opportunity to distribute material and resources for the parents to help their students with learning continuity at home and during the summer months. Thus, avoiding gaps and drawbacks in the learning process.

During this celebration, the district will provide food and beverages to increase participation, and to enrich their experience by fostering a welcoming, caring, and safe space for our families.

MVWSD Credit Card Purchase

Name (person who is taking the card)	Karin Jinbo
Title	Director
School Site or Department	Health & Wellness/ Ed Services
Date	4-17-25
Event Date (if applicable)	4-19-25

[For Office Use Only]
Credit Card Check Out:
Date 4/18/2025
Time 10:15 am

Credit Card Returned*:
Date 4/18/2025
Time 10:22 am

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): SEL Curriculum Adoption Committee Meeting Lunch order

reason for using credit card for this purchase Online order at local restaurant

SACS Code: 010 - 000 - 0 - 5200 - 00 - 0000 - 2110 - 000000 - 009 - 0229
Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

DESCRIPTION and Vendor	Amount Not to Exceed
Chipotle Catering	$320.00
Tax	29.00
Shipping/Handling/Tip	62.00
ESTIMATED TOTAL - NOT TO EXCEED	411.00
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	409.85

-If needed, attach additional items on separate page

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature (who is taking the card): Karin Jinbo Date: 4/17/25

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: Cathy Baur Date: 4/17/25

Supervisor Print Name & Title: Cathy Baur

[For Business Office Use Only]
Processed by Name & Title: Denise Liu (Acct Tech III) Signature Denise Liu

HEY KARIN

YOUR UPCOMING ORDER

#P7SC6D66Z

ORDER PLACED 4/17/2025

Your order will be delivered

SATURDAY APRIL 19 AT 11:30 AM - 11:45 AM

DELIVERING TO

OFFICE

1400 Montecito Ave

Delivery Instructions

We will be in the portables to the left of the parking log. Please phone Karin 707.631.5115

We are working on finding your driver.

WE'LL ASK FOR

Karin Jinbo
kjinbo@mvwsd.org
(707) 631-5115

ORDER SUMMARY

BUILD YOUR OWN — $248.25

Double– Fan Favorite
Serves 15 ($16.55/person)

Bases
Cilantro-Lime White Rice, Salad Lettuce

Proteins
Chicken, Steak

Toppings
Fajita Veggies, Shredded Cheese, Taco Lettuce

Premium Toppings
Guacamole

Salsas
Fresh Tomato Salsa, Roasted Chili-Corn Salsa

Tortillas
Soft Flour Tortillas

1X CHIPS & DIPS — $61.80

Serves 10-15 each ($61.80/pack)

Premium Toppings
Guacamole

SETUP NOT INCLUDED

BAG TOTAL	$310.05
SUBTOTAL	$310.05
DELIVERY FEE	$25.00
TAX	$28.29
TIP	$46.51
TOTAL	$409.85

HEADS UP, PRICING MAY CHANGE IF YOU EDIT THIS ORDER.

EDIT ORDER

CANCEL ORDER

CONTACT SUPPORT

CAREERS

CHIPOTLE GOODS

GIFT CARDS

FUNDRAISING

REWARDS

Our Values
Investors
Cultivate Foundation
Sustainability

News & Events
Health & Safety
All Locations

DOWNLOAD OUR APP

Download on the App Store
GET IT ON Google Play

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California Transparency in Supply Chains Act
Consumer Health Data Notice

Privacy Policy, including California Privacy Rights

Your Privacy Choices

2024-2025 SEL Committee Sign-In/Sign-Out Teacher/Counselor
Saturday, April 19, 2025
9:00am - 3:00pm

School	Participant	Role	Sign In Time	Sign Out Time
Bubb	Sarah Nibecker	Teacher		
Castro	Lauren Abbott	Teacher		
Crittenden	Carolyn Chang	School Counselor	9:00	3:00
Graham	Derek Mulkey	Teacher		
Imai	Camela Algieri	Teacher	9:00	3:00
Landels	Justin Gorman	Teacher		
Mistral	Maribel Leon	Teacher		
Mistral	Judith Sosa	Teacher		
Monta Loma	Harvest Radich	Teacher	9:00	3:00
Stevenson	Mikayla Richardson	Teacher	9:00	3:00
Theuerkauf	Haley Burton	Teacher		
Theuerkauf	Leigh Wilson	School Counselor	9:30	3:00
Vargas	Jane Kwon	Teacher	9:00	3:00

2024-2025 SEL Committee Sign-In/Sign-Out Parent/Community Member
Saturday, April 19, 2025
9:00am - 3:00pm

School	Participant	Role	Sign In Time	Sign Out Time
Crittenden	[redacted]			
Graham		Parent	9:04	3:00
Graham				
Landels		Parent	9:10	3:10

2024-2025 SEL Committee Sign-In/Sign-Out Administrator
Saturday, April 19, 2025
9:00am - 3:00pm

School	Participant	Role	Sign In Time	Sign Out Time
District Office	Brian White	Coordinator	8:00	3:45
District Office	Cyndee Nguyen	Director, Curriculum & Instruction		
District Office	Karin Jinbo	Director, Health & Wellness	8:00	3:45
		Site Administrator		
		Site Administrator		

(69)

MVWSD Credit Card Purchase

Name	Nancy Villalba
Title	Executive Assistant to the Superintendent
School Site or Department	District Office – Office of the Superintendent
Date	4/18/2025
Event Date (if applicable)	5/8/2025

[For Office Use Only]
Credit Card Check Out:
Date 4/21/2025
Time 9:01 am

Credit Card Returned*:
Date 4/21/2025
Time 9:27 am

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): Entrance ticket for Trustee Charles DiFazio to the Challenge Team 38th Fundraising Event
reason for using credit card for this purchase Credit card payment was the uption

SACS Code: 010-0000-0-5200-00-0000-7100-000000-009-0610

Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

	DESCRIPTION and Vendor	Amount Not to Exceed
	Entrance ticket for Trustee Charles DiFazio to the Challenge Team 38th Fundraising Event	$81.88

-If needed, attach additional items on separate page

Tax	
Shipping/Handling/Tip	
ESTIMATED TOTAL - NOT TO EXCEED	
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	$81.88

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature: Nancy Villalba Date: 4-18-25

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: [signature] Date: 18 APR 25

Supervisor Print Name & Title: Jeffrey Baier, Superintendent

[For Business Office Use Only]
Processed by Name & Title: Denise Liu, Acct Tech. Signature HAC
Hera Honglee
Acct. Tech

Thanks for your order! #12281028023

Take me to my tickets

YOU'RE GOING TO

Challenge Team 38th Champions Fundraising Luncheon

ORGANIZER MESSAGE

Thank you for registering for the Challenge Team Luncheon.
Please plan for traffic around the Google buildings heading to Shoreline.

1 TICKET SENT TO	DATE	LOCATION
cdifazio@mvwsd.org Change	Thursday, May 8 · 11:30am - 1pm PDT	Mountain View, CA

Don't miss out on events from

Mountain View, Los Altos, Los Altos Hills Challenge Team

7 followers

Follow

Make more plans with these events

Community Violence Solutions- Communit...

Tomorrow • 11:30 AM

Pleasant Hill Community...

From $28.52

Community Violence Solutions

Sales end

Raise Mc Nonprofi

Thursday •

Free

Stacey Lau

Promoted

Nancy Villalba
MVWSD
1400 Montecito Ave
Mountain View, CA 94043

Invoice #1-2025 Challenge Team Luncheon

Devon Conley
Charles DiFazio

2 tickets at 81.88

Total: $163.76

Thank you for your purchase of tickets to the Challenge Team Champions Luncheon

Revised 3-28- (69)

MVWSD Credit Card Purchase

Name	Nancy Villalba
Title	Executive Assistant to the Superintendent
School Site or Department	District Office-Office of the Superintendent
Date	4/21/2025
Event Date (if applicable)	5/8/2025

[For Office Use Only]
Credit Card Check Out:
Date 4/21/2025
Time 9:01 am

Credit Card Returned*:
Date 4/21/2025
Time 9:27am

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): Entrance ticket for Trustee Devon Conley to the Challenge Team 38th Fundraising Event
reason for using credit card for this purchase Credit card or PayPal were the two payment options.

SACS Code: 010 - 0000 - 0 - 5200 - 00 - 0000 - 7100 - 000000 - 009 - 0610
Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

	DESCRIPTION and Vendor	Amount Not to Exceed
	Entrance ticket for Trustee Devon Conley to the Challenge Team 38th Fundraising Event	$81.88

-If needed, attach additional items on separate page

Tax	
Shipping/Handling/Tip	
ESTIMATED TOTAL - NOT TO EXCEED	
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	$81.88

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature: Nancy Villalba Date: 4-21-25

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: _____ Date: 21 APR 25

Supervisor Print Name & Title: Jeffrey Baier, Superintendent

[For Business Office Use Only]
Processed by Name & Title: Denise Lin, Acct Tech. Signature Hera Hong Lee
Acct. Tech

Thanks for your order! #12281068103

Take me to my tickets

YOU'RE GOING TO

Challenge Team 38th Champions Fundraising Luncheon

ORGANIZER MESSAGE

Thank you for registering for the Challenge Team Luncheon.
Please plan for traffic around the Google buildings heading to Shoreline.

1 TICKET SENT TO	DATE	LOCATION
dconley@mvwsd.org	Thursday, May 8 · 11:30am - 1pm PDT	Mountain View, CA
Change		

Make more plans with these events

Take me to my tickets

Nancy Villalba
MVWSD
1400 Montecito Ave
Mountain View, CA 94043

Invoice #1-2025 Challenge Team Luncheon

Devon Conley
Charles DiFazio

2 tickets at 81.88

Total: $163.76

Thank you for your purchase of tickets to the Challenge Team Champions Luncheon

Revised 3-28-255

MVWSD Credit Card Purchase

Name	Mariana Velasco
Title	Clerical Assistant
School Site or Department	Preschool Program
Date	03/31/2025
Event Date (if applicable)	pick-up 04/14/2025

[For Office Use Only]
Credit Card Check Out:
Date 4/3/2025
Time 2:10 pm

Credit Card Returned*:
Date 4/3/2025
Time 2:23 pm

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): Curriculum/ instructional materials for all classrooms at Latham preschool.

reason for using credit card for this purchase: The materials will be purchased at the grocery store.

SACS Code: 120-6105-0-4311-00-0001-1000-000000-009-0275
Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

	DESCRIPTION and Vendor	Amount Not to Exceed
	Curriculum/instructional materials for all classrooms at Latham preschool/ SAFEWAY	$230.00

-If needed, attach additional items on separate page

Tax	
Shipping/Handling/Tip	/
ESTIMATED TOTAL - NOT TO EXCEED	$230.00
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	$194.89

Employee Acknowledgement:

By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature: M Vas. Date: 03/31/2025

Supervisor or Board President Approval:

By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: T. W. Kemper Date: 4/2/25

Supervisor Print Name & Title: Terri W. Kemper - Director, Preschool Programs

[For Business Office Use Only]
Processed by Name & Title: Denise Lin (Account Technician I) Signature Denise Lin

Mountain View Whisman School District

Mariana Velasco <mavelasco@mvwsd.org>

Safeway Order Request for September 2024

Sonia Giri <sogiri@mvwsd.org> Mon, Mar 10, 2025 at 7:19 AM
To: Terri Kemper <tkemper@mvwsd.org>
Cc: Mariana Velasco <mavelasco@mvwsd.org>

Safeway Order

Can we order these items the week beginning Monday March 31st, as we are on different weeks. This date will bring us more aligned to T6. I have added these items to the "Teacher Collaboration" notes already.

Broccoli 5 bags

Pancake Mix 1 bag

Strawberries 5 boxes

Grapes 5

Mandarin oranges 5

Pineapple 5

Bell Peppers 5

Color carrots 5

Watermelon 5

Thank you!

Sonia Giri
Teacher/Site Supervisor
Latham Preschool
sogiri@mvwsd.org
(650) 526-3500 ext. 2103

[Quoted text hidden]

Mountain View Whisman School District

Denise Liu <deliu@mvwsd.org>

Fwd: Safeway Pickup Order Confirmation

1 message

Mariana Velasco <mavelasco@mvwsd.org> Thu, Apr 3, 2025 at 2:24 PM
To: Denise Liu <deliu@mvwsd.org>

---------- Forwarded message ---------
From: **Safeway** <safeway@p.safeway.com>
Date: Thu, Apr 3, 2025 at 2:23 PM
Subject: Safeway Pickup Order Confirmation
To: <mavelasco@mvwsd.org>

SAFEWAY

Thanks for placing an order, Sonia!

Here are your order details. If you'd like to make changes, you can do so until 11:59 PM on the day the order was placed.

Before heading to the store, please wait until you get an email from us confirming that your order is ready for pickup.

Edit order

Order: #119815761

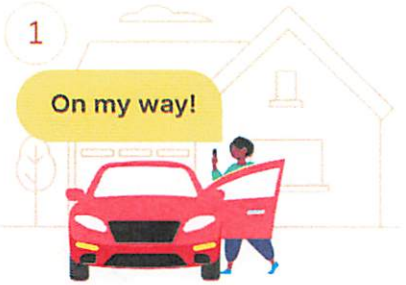
Pickup Date & Time
Monday, April 14, 2025
4:00 PM - 10:00 PM

Pickup Address

570 N Shoreline Blvd
Mountain View, CA 94043

Pickup Instructions

1

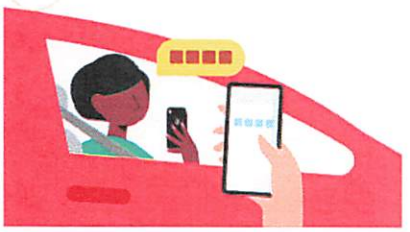


Tell us you're coming before heading to the store. Tap "I'm on my way" in the app and share your location for a faster pickup.

2

Park in a DriveUp & Go spot. Follow the steps in the app and tell us your spot number.

3



We'll bring your order out. Be ready with your valid ID for any age-restricted items.

Order Details

1x	Krusteaz Buttermilk Pancake Mix - 5 Lb	$7.99
5x	Gold Pineapple	$19.95

5x	Mandarins Clementine Prepacked Bag - 3 Lb	$19.95
5x	Mini Seedless Watermelon	$29.95
5x	O Organics Rainbow Baby Carrots - 12 Oz	$18.95
5x	Organic Strawberries Prepacked - 1 Lb	$19.95
5x	Signature Select/Farms Broccoli Florets Steam In Bag - 12 Oz	$18.95
5x	Signature Select/Farms Green Seedless Grapes - 2 Lb	$34.95
5x	Signature Select/Farms Mini Sweet Bell Peppers Prepackaged - 16 Oz	$24.95

Items (41)	**$225.59**
Estimated Savings	**-$31.00**
Member Price Savings	-$30.00
Rewards and CashOff	-$1.00
Estimated Subtotal	**$194.59**
Estimated Taxes and Fees	**$0.30**
Sales Tax	$0.00
Bag Fee	$0.30
Estimated Total	**$194.89**

Estimated Payment

Card ending in 9496	$194.89

For Customer Support please call **1-877-505-4040**.

Sincerely,
SAFEWAY

Safeway For U™ | Deals | Weekly Ad
Meal Plans | Health | FreshPass®

California Proposition 65 Warning: Many food and beverage cans have linings containing bisphenol A (BPA), a chemical known to the State of California to cause harm to the female reproductive system. Jar lids and bottle caps may also contain BPA. You can be exposed to BPA when you consume foods or beverages packaged in these containers. For more information, go to: **www.P65Warnings.ca.gov/BPA**.

Online Pricing Policies: **You will pay the prices, fees, and other charges, and receive the promotions, offers, discounts, and savings applicable to your order at the time of online checkout, regardless of the date of scheduled delivery/pickup.** The Estimated Total shown at checkout (i) includes coupons you clipped, Buy One, Get One or similar deals, Safeway for U™ Program Member price (where applicable), sale prices and Promo Code discounts; delivery fees, if applicable; and the estimated cost of items sold by weight, but (ii) does not include certain applicable taxes, bottle/can deposits, and bag/other fees (unless noted); the final cost of items sold by weight; the cost of substituted items; or reductions for out of stock items removed from your order. Any negative balance/credit amount shown resulting from Promo Codes, coupons, or other promotions, offers, and discounts will be adjusted to $0. The final amount shown on your receipt at the time of delivery or pick up will reflect these adjustments.

A hold will be placed on your debit/credit card for the estimated total and will reduce the amount available to spend from your account. Your bank may take up to 5 business days after delivery/pickup to release the hold and display your final charge.

Safeway for U™ account: Safeway for U™ account offers are personalized to the loyalty account holder and the store the account holder has selected as their location for in-store purchases. Prices, promotions, offers, discounts, and savings applicable to the store associated with your account may not apply to online delivery orders or to pickup orders from a different store.

A $30 minimum purchase amount (excluding applicable taxes, delivery and service fees, and bottle/can deposits) is required to process your order. In certain jurisdictions, this minimum purchase amount calculation excludes fluid dairy, alcoholic beverages and tobacco products.

Products subject to availability. In the event a product is unavailable, we reserve the right to complete and fill the remainder of your order in accordance with your selected substitution preferences or to cancel your order. Your receipt will indicate if substitutions are made. You will not be charged for Products unavailable at the time of delivery or pick up. We reserve the right to impose quantity limits on products ordered.

We also reserve the right to (i) modify or cancel any offer, promotion, discount or savings and/or to correct typographical, pictorial and other ad or pricing errors and (ii) limit the quantities of items in each offer. Additional quantities will be charged at regular price when transactional limits apply. No rainchecks.

If your order contains alcoholic beverages, tobacco, and/or other age-restricted items, someone over the age of 21 must be present to accept and/or sign for delivery (or pickup). We reserve the right to request that valid (non-expired, government issued) photo identification and/or the payment method used to place the order be presented to the delivery driver or the Store Associate upon arrival for verification purposes. We are now practicing contract-free social distancing for delivery and pickup. If there are no age-restricted items in your, the delivery driver will leave them at your doorstep. Albertsons Companies is not responsible for the times in your order once bags are left on your doorstep, including without limitation, any theft, spoilage, or damage. To maintain the integrity of your items, we recommend that you refrigerate or freeze perishable items upon receipt.

For the safety of your account, we use certain industry standard security protocols, which may include forwarding certain transaction information to third-party fraud detection services. Those services are prohibited from using your information for any other purpose. If we suspect any fraudulent activity on your account, we will promptly notify you that the processing of your order may be delayed and/or cancelled if necessary. We reserve the right to decline orders, refuse partial or full delivery, terminate accounts, and/or cancel orders at our sole discretion.

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Mariana Velasco
Clerical Assistant | MVWSD Preschool Program
(650)526-3500 ext.2005
www.mvwsd.org

Report title:

With account detail: Y
Date issued range: 04/01/2025 - 04/30/2025
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 <29052164> Canceled		04/09/2025	RATNAM, GAYATRI		
	PO520202		Employee Reimbursement	010-0000-0-5200-00-0000-2420-000000-009-0204	< 100.00 >
				Sub total:	< 100.00 >
29 <29052195> Canceled		04/09/2025	BMR HEALTH SERVICES INC		
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	< 12,600.00 >
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	< 12,600.00 >
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	< 12,230.40 >
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	< 12,348.00 >
				Sub total:	< 49,778.40 >
29 <29052221> Canceled		04/09/2025	PALO ALTO CHILDREN'S THEATRE		
	PV500076		FIELD TRIPS	010-9130-0-4369-00-1110-1000-000000-002-0130	< 762.00 >
				Sub total:	< 762.00 >
29 <29052230> Canceled			[redacted]		
	PV500077		DEFERRED REVENUE	130-5310-0-9650-00-0000-0000-000000-000-0000	< 29.50 >
				Sub total:	< 29.50 >
29 29053602		04/01/2025	ACHIEVE KIDS NPS		
	PO510249		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	9,268.50
	PO510249		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	10,680.00
				Sub total:	19,948.50
29 29053603		04/01/2025	CAMPBELL UNION SCHOOL DISTRICT		
	PO520478		Envir Vol science FT	010-0000-0-5805-00-1110-1000-000000-009-0224	1,239.15
				Sub total:	1,239.15
29 29053604		04/01/2025	DANNIS WOLIVER KELLEY		
	PO510256		LEGAL FEES 2024-25	010-0000-0-5845-00-0000-7400-000000-009-0400	3,412.50
				Sub total:	3,412.50
29 29053605		04/01/2025	DOLMANS, PIETER		
	PO540055		Food for meeting	010-1100-0-4311-00-0000-2700-000000-005-0100	15.98
				Sub total:	15.98
29 29053606		04/01/2025	HEANEY VIOLINS		
	PO520358		Instruments for Crittenden	010-0000-0-4404-00-1110-1000-000000-011-0205	31,755.38
				Sub total:	31,755.38
29 29053607		04/01/2025	JINGUJI, MEGHAN		
	PO540113		SLS ML - Parent Events	010-9552-0-4311-00-0000-2495-000000-006-0302	714.03
				Sub total:	714.03
29 29053608		04/01/2025	OPEN MIND SCHOOL		
	PO510279		Agreement for SPED placement	010-6500-0-5803-00-5761-1110-000000-009-0350	12,410.00
				Sub total:	12,410.00
29 29053609		04/01/2025	ORBACH HUFF & HENDERSON LLP		
	PO510229		Legal services 2024-25	010-0000-0-5845-00-0000-7300-000000-009-0500	806.90
				Sub total:	806.90

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053610	04/01/2025	SAN MATEO UNION HIGH SCHOOL		
	PV500276		HEALTH & WELFARE-CERTFD	010-0000-0-3401-00-0000-7100-000000-009-0600	16,250.00
				Sub total:	16,250.00
29	29053611	04/01/2025	SANTA CLARA COE		
	PO510270		Walden West 5th GR Science	010-9590-0-5830-00-1110-1000-000000-009-0225	35,608.03
				Sub total:	35,608.03
29	29053612	04/01/2025	WELLDOM INC		
	PO510125		SpEd Contracted Staff	010-6500-0-5830-00-5761-1110-000000-009-0350	16,042.50
				Sub total:	16,042.50
29	29053613	04/01/2025	WEST COAST ARBORISTS INC		
	PO510098		Tree Services	010-8150-0-5611-00-0000-8110-000000-009-0550	7,920.00
	PO510098		Tree Services	010-8150-0-5611-00-0000-8110-000000-009-0550	9,405.00
				Sub total:	17,325.00
29	29053614	04/03/2025	AF PRODUCE		
	PO510240		FARM TO TABLE PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	1,229.90
	PO510240		FARM TO TABLE PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	830.00
				Sub total:	2,059.90
29	29053615	04/03/2025	BONAMI BAKING COMPANY INC		
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	1,035.00
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	2,415.00
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	3,565.00
				Sub total:	7,015.00
29	29053616	04/03/2025	CRYSTAL CREAMERY INC		
	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	1,547.59
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	671.22
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	335.91
				Sub total:	3,002.20
29	29053617	04/03/2025	DANIELSEN COMPANY		
	PO510131		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	779.48
	PO510131		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,075.02
				Sub total:	1,854.50
29	29053618	04/03/2025	FIVE STAR RESTAURANT SERVICES		
	PO510111		REFRIG REPAIRS	130-5310-0-5670-00-0000-3700-000000-009-0540	1,250.00
	PO510111		REFRIG REPAIRS	130-5310-0-5670-00-0000-3700-000000-009-0540	1,250.00
				Sub total:	2,500.00
29	29053619	04/03/2025	GOLD STAR FOODS		
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,221.51
				Sub total:	1,221.51
29	29053620	04/03/2025	PACIFIC PRODUCE		
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	854.45

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	642.25
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	734.20
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	396.55
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	1,095.30
				Sub total:	3,722.75
29 29053621		04/03/2025	SYSCO- SAN FRANCISCO		
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	7,223.65
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	4,863.88
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	2,708.43
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	5,394.73
				Sub total:	20,190.69
29 29053622		04/03/2025	ACER SERVICE CORPORATION		
	PO510147		Open PO for Chromebook parts	010-9590-0-4310-00-1110-1000-000000-009-0570	616.58
				Sub total:	616.58
29 29053623		04/03/2025	AT&T		
	PO510204		Phone Service	010-8150-0-5930-00-0000-8200-000000-009-0550	3,891.98
				Sub total:	3,891.98
29 29053624		04/03/2025	AT&T MOBILITY		
	PO510200		Work Cell Phone for BTB/ELOP	010-2600-0-5932-00-1110-1000-000000-009-0234	42.94
	PO510200		Work Cell Phone for BTB/ELOP	010-6010-0-5932-00-1110-1000-000000-003-0234	42.69
	PO510200		Work Cell Phone for BTB/ELOP	010-6010-0-5932-00-1110-1000-000000-005-0234	42.69
	PO510200		Work Cell Phone for BTB/ELOP	010-6010-0-5932-00-1110-1000-000000-006-0234	42.69
	PO510200		Work Cell Phone for BTB/ELOP	010-6010-0-5932-00-1110-1000-000000-008-0234	42.69
	PO510200		Work Cell Phone for BTB/ELOP	010-6010-0-5932-00-1110-1000-000000-011-0234	42.69
				Sub total:	256.39
29 29053625		04/03/2025	AVALON TRANSPORTATION LLC		
	PO520391		Buses for Disney MusicTrip	010-9131-0-5805-00-1110-1000-000000-011-0131	27,621.00
				Sub total:	27,621.00
29 29053626		04/03/2025	BECK'S SHOES INC.		
	PO510140		STAFF SHOES EA YEAR	130-5310-0-4310-00-0000-3700-000000-009-0540	200.00
				Sub total:	200.00
29 29053627		04/03/2025	BOGDANIC, PRISCILA		
	PO540123		MckV Students Support	010-3010-0-5210-00-0000-2495-000000-009-0252	99.63
				Sub total:	99.63
29 29053628		04/03/2025	CAMPBELL UNION SCHOOL DISTRICT		
	PO520436		bus transportation	010-0000-0-5805-00-1110-1000-000000-005-0102	1,968.64
	PO520449		bus transportation	010-0000-0-5805-00-1110-1000-000000-005-0102	818.52
	PO520390		Bus for Field Trip	010-0000-0-5805-00-1110-1000-000000-007-0102	769.59
				Sub total:	3,556.75
29 29053629		04/03/2025	FIRST STUDENT INC		
	PO520437		First Student Inc.	010-0000-0-5805-00-1110-1000-000000-016-0102	1,766.00
				Sub total:	1,766.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053630	04/03/2025	HOPSKIPDRIVE INC		
	PO510302		Transportation - McK-V	010-3010-0-5808-00-0000-3600-000000-009-0252	2,978.68
				Sub total:	2,978.68
29	29053631	04/03/2025	LANGUAGE LINE SERVICES INC		
	PO510261		Interpretation Services	010-6500-0-5830-00-5760-1110-000000-009-0350	672.75
				Sub total:	672.75
29	29053632	04/03/2025	OLACIREGUI, CLAUDIA		
	PO540122		SLS MI - Cafecito	010-9552-0-4311-00-0000-2495-000000-016-0302	81.50
				Sub total:	81.50
29	29053633	04/03/2025	PARENT GUARDIAN 8430		
	PO540118		Reimbursement	010-6500-0-5803-00-5760-1110-000000-009-0350	480.00
				Sub total:	480.00
29	29053634	04/03/2025	PARENT GUARDIAN 8604		
	PO540119		Reimbursement	010-6500-0-5803-00-5760-1110-000000-009-0350	3,168.00
				Sub total:	3,168.00
29	29053635	04/03/2025	READTHEORY EDUCATION		
	PO520442		Online Program for ELA	010-1100-0-5846-00-1110-1000-000000-011-0100	168.00
				Sub total:	168.00
29	29053636	04/03/2025	CENTRAL COMPUTERS INC		
	PO510079		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	135.94
				Sub total:	135.94
29	29053637	04/03/2025	CITI CARDS		
	PO510195		District Wide Supplies	010-0000-0-4310-00-0000-7200-000000-009-0503	1.13
				Sub total:	1.13
29	29053638	04/03/2025	CORODATA SHREDDING INC		
	PO510067		2024-2025 shredding services	010-8150-0-5816-00-0000-8200-000000-009-0550	588.39
				Sub total:	588.39
29	29053639	04/03/2025	DURHAM SCHOOL SERVICES LP		
	PO510063		Open PO Sports Transportation	010-9512-0-5830-00-1110-4200-000000-011-0237	821.49
				Sub total:	821.49
29	29053640	04/03/2025	FIRST STUDENT INC		
	PO520418		4th Grade FT Bussing	010-0000-0-5805-00-1110-1000-000000-007-0102	1,602.60
				Sub total:	1,602.60
29	29053641	04/03/2025	FOLLETT CONTENT SOLUTIONS LLC		
	PO510003		BL PO 2024-2025 SY	010-1100-0-4310-00-1110-1000-000000-007-0100	93.76
				Sub total:	93.76
29	29053642	04/03/2025	LAKESHORE LEARNING		
	PO510145		PK Classroom Materials	120-6105-0-4310-00-0001-1000-000000-009-0275	32.73

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO520238		Professional Development	120-6105-0-5250-00-0001-1000-000000-009-0275	3,500.00
				Sub total:	3,532.73
29	29053643	04/03/2025	PAW PRINTS		
	PO540107		SLS CA - Science T-Shirts	010-9552-0-4310-00-0000-2495-000000-003-0302	2,909.11
				Sub total:	2,909.11
29	29053644	04/03/2025	RO HEALTH INC		
	PO510207		MVWSD+ aide personnel	010-2600-0-5830-00-1110-1000-000000-009-0219	6,873.15
				Sub total:	6,873.15
29	29053645	04/03/2025	SCHMAHL SCIENCE WORKSHOPS		
	PO520384		Science Workshops	120-6105-0-5830-00-0001-1000-000000-009-0275	2,450.00
				Sub total:	2,450.00
29	29053646	04/03/2025	SOCIAL AND ENVIRONMENTAL		
	PO520435		At Home Math Kit #1	010-0001-0-4310-00-1110-1000-000000-008-0214	299.00
	PO520435		At Home Math Kit #1	010-0001-0-4310-00-1110-1000-000000-008-0214	27.28
	PO520435		At Home Math Kit #1	010-0001-0-9512-00-0000-0000-000000-000-0000	27.28-
				Sub total:	299.00
29	29053647	04/03/2025	SOUTHWEST SCHOOL SUPPLY		
	PO510001		Classroom supplies	010-1100-0-4310-00-1110-1000-000000-002-0100	37.94
				Sub total:	37.94
29	29053648	04/03/2025	WEST VALLEY MUSIC		
	PO510036		BandSuppliesInstrumentRepairs	010-9131-0-5670-00-1110-1000-000000-011-0131	116.12
	PO510036		BandSuppliesInstrumentRepairs	010-9131-0-5670-00-1110-1000-000000-011-0131	60.00
				Sub total:	176.12
29	29053649	04/03/2025	BAY ALARM COMPANY		
	PO510184		Burglar Alarms	010-8150-0-5521-00-0000-8200-000000-007-0550	1,039.85
				Sub total:	1,039.85
29	29053650	04/03/2025	BRADY INDUSTRIES		
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	1,292.18
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	244.27
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	168.42
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	1,155.51
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	1,439.39
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	447.71
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	575.76
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	616.07
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	870.65
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	431.82
				Sub total:	7,241.78
29	29053651	04/03/2025	CITY OF MOUNTAIN VIEW		
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-009-0503	217.00
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-009-0503	217.00
				Sub total:	434.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053652	04/03/2025	CITY OF MOUNTAIN VIEW		
	PO520459		Hazardous Material Permit	010-8150-0-5873-00-0000-8200-000000-009-0550	121.00
	PO520459		Hazardous Material Permit	010-8150-0-5873-00-0000-8200-000000-009-0550	121.00
				Sub total:	242.00
29	29053653	04/03/2025	CITY OF MOUNTAIN VIEW FAAP		
	PO510090		Alarm Calls	010-8150-0-5521-00-0000-8200-000000-003-0550	240.00
				Sub total:	240.00
29	29053654	04/03/2025	CRYSTAL CREAMERY INC		
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	704.20
				Sub total:	704.20
29	29053655	04/03/2025	GOLD STAR FOODS		
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	514.90
				Sub total:	514.90
29	29053656	04/03/2025	IMPERIAL DADE WEST COAST		
	PO510133		PAPER ITEMS	130-5310-0-4390-00-0000-3700-000000-009-0540	2,322.18
				Sub total:	2,322.18
29	29053657	04/03/2025	PLANET ORANGE		
	PO510075		Monthly Pest Service	010-8150-0-5830-00-0000-8110-000000-009-0550	295.00
	PO510075		Monthly Pest Service	010-8150-0-5830-00-0000-8110-000000-009-0550	225.00
				Sub total:	520.00
29	29053658	04/03/2025	SAN FRANCISCO ELEVATOR SERVICE		
	PO510100		Elevator Maintenance	010-8150-0-5670-00-0000-8200-000000-009-0550	2,120.50
				Sub total:	2,120.50
29	29053659	04/03/2025	SILICON VALLEY PERFORMANCE		
	PO510211		Vehicle Repair	010-0000-0-5608-00-0000-3600-000000-009-0560	5,732.35
	PO510211		Vehicle Repair	010-0000-0-5608-00-0000-3600-000000-009-0560	714.05
				Sub total:	6,446.40
29	29053660	04/03/2025	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	1,216.60
				Sub total:	1,433.70
29	29053661	04/03/2025	SOUTHWEST SCHOOL SUPPLY		
	PO510002		BL PO for 2024-2025 SY	010-1100-0-4310-00-1110-1000-000000-007-0100	160.98
				Sub total:	160.98
29	29053662	04/03/2025	THE HOME DEPOT PRO		
	PO510087		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	1,797.18
				Sub total:	1,797.18
29	29053663	04/03/2025	THOMAS PLUMBING INC		
	PO510094		Plumbing Services	010-8150-0-5608-00-0000-8200-000000-009-0550	180.00
				Sub total:	180.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053664	04/03/2025	VERIZON		
	PO510104		Tablet Hotspot - Buses	010-0000-0-5832-00-0000-3600-000000-009-0560	385.11
				Sub total:	385.11
29	29053665	04/03/2025	WESTERN ROOFING SERVICE		
	PO510285		Roofing Contractor	010-8150-0-5830-00-0000-8110-000000-009-0550	2,369.75
				Sub total:	2,369.75
29	29053666	04/03/2025	SSC DTAC		
	PO530038		PROPERTY TAX STAFF HOUSING	212-9702-0-6273-00-0000-8500-000000-009-0780	159,330.80
				Sub total:	159,330.80
29	29053667	04/03/2025	SSC DTAC		
	PO530038		PROPERTY TAX STAFF HOUSING	212-9702-0-6273-00-0000-8500-000000-009-0780	206,238.84
				Sub total:	206,238.84
29	29053668	04/03/2025	KAISER FOUNDATION		
	PV500278		RETIREE BENEFITS-CERTIFICATD	010-0000-0-3701-00-1110-1000-000000-009-0523	3,730.74
	PV500278		RETIREE BENEFITS-CLASSIFIED	010-0000-0-3702-00-1110-1000-000000-009-0523	3,091.59
	PV500278		MEDICAL INSURANCE	010-0000-0-9942-00-0000-0000-000000-000-0000	482,739.79
	PV500278		MEDICAL INSURANCE	010-0000-0-9942-00-0000-0000-000000-000-0000	70,062.34
				Sub total:	559,624.46
29	29053669	04/03/2025	UHS PREMIUM BILLING		
	PV500277		RETIREE BENEFITS-CERTIFICATD	010-0000-0-3701-00-1110-1000-000000-009-0523	6,203.95
	PV500277		RETIREE BENEFITS-CLASSIFIED	010-0000-0-3702-00-1110-1000-000000-009-0523	267.80
	PV500277		MEDICAL INSURANCE	010-0000-0-9942-00-0000-0000-000000-000-0000	328,742.19
	PV500277		MEDICAL INSURANCE	010-0000-0-9942-00-0000-0000-000000-000-0000	45,686.12
				Sub total:	380,900.06
29	29053670	04/04/2025	OLACIREGUI, CLAUDIA		
	PO540130		Admin. Expense Reimbursement	010-9130-0-4311-00-1110-1000-000000-016-0130	73.00
	PO540132		Admin. Reimbursement	010-9130-0-4311-00-1110-1000-000000-016-0130	116.06
				Sub total:	189.06
29	29053671	04/04/2025	THE TECH INTERACTIVE		
	PO540124		2nd Grade Field Trip	010-1100-0-4369-00-1110-1000-000000-003-0100	380.00
				Sub total:	380.00
29	29053672	04/07/2025	AMAZON CAPITAL SERVICES		
	PO510038		2024-2025 purchase of supplies	010-0000-0-4310-00-0000-7300-000000-009-0500	50.37
	PO510038		2024-2025 purchase of supplies	010-0000-0-4310-00-0000-7300-000000-009-0500	27.27
	PO510290		classroom supplies	010-0000-0-4310-00-1110-1000-000000-005-0101	161.44
	PO510283		library books	010-1100-0-4211-00-0000-2420-000000-005-0103	735.38
	PO520385		Librabry Book Request #2	010-1100-0-4211-00-0000-2420-000000-007-0103	16.26
	PO520385		Librabry Book Request #2	010-1100-0-4211-00-0000-2420-000000-007-0103	21.49
	PO520373		Amazon Library Books	010-1100-0-4211-00-0000-2420-000000-015-0103	9.81
	PO510181		Open PO for school supplies	010-1100-0-4310-00-0000-2700-000000-004-0100	190.71
	PO510181		Open PO for school supplies	010-1100-0-4310-00-0000-2700-000000-004-0100	154.96
	PO510061		CR Open PO for 24/25	010-1100-0-4310-00-0000-2700-000000-011-0100	530.32

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510066		AMAZON - OFFICE	010-1100-0-4310-00-0000-2700-000000-016-0100	5.89
	PO510066		AMAZON - OFFICE	010-1100-0-4310-00-0000-2700-000000-016-0100	7.63
	PO510066		AMAZON - OFFICE	010-1100-0-4310-00-0000-2700-000000-016-0100	120.00-
	PO510066		AMAZON - OFFICE	010-1100-0-4310-00-0000-2700-000000-016-0100	173.93
	PO510066		AMAZON - OFFICE	010-1100-0-4310-00-0000-2700-000000-016-0100	104.93
	PO510006		Amazon Classrooms supplies	010-1100-0-4310-00-1110-1000-000000-002-0100	54.55
	PO510006		Amazon Classrooms supplies	010-1100-0-4310-00-1110-1000-000000-002-0100	153.21
	PO510208		Open Amazon PO 24-25	010-1100-0-4310-00-1110-1000-000000-003-0100	168.63
	PO510208		Open Amazon PO 24-25	010-1100-0-4310-00-1110-1000-000000-003-0100	866.65
	PO510022		classroom supplies	010-1100-0-4310-00-1110-1000-000000-005-0100	258.84
	PO510022		classroom supplies	010-1100-0-4310-00-1110-1000-000000-005-0100	74.19
	PO510199		Classroom / Office Supplies	010-1100-0-4310-00-1110-1000-000000-006-0100	1,521.52
	PO510199		Classroom / Office Supplies	010-1100-0-4310-00-1110-1000-000000-006-0100	1,406.04
	PO510199		Classroom / Office Supplies	010-1100-0-4310-00-1110-1000-000000-006-0100	790.54
	PO510139		AMAZON SY 24-25	010-1100-0-4310-00-1110-1000-000000-008-0100	6.33
	PO510139		AMAZON SY 24-25	010-1100-0-4310-00-1110-1000-000000-008-0100	132.44
	PO510061		CR Open PO for 24/25	010-1100-0-4310-00-1110-1000-000000-011-0100	10.90
	PO510056		Amazon Blanket for Acct 100	010-1100-0-4310-00-1110-1000-000000-014-0100	153.93
	PO510282		Program Supplies BTB GR	010-2600-0-4310-00-1110-1000-000000-009-0234	7.65
	PO510282		Program Supplies BTB GR	010-2600-0-4310-00-1110-1000-000000-009-0234	161.21
	PO510282		Program Supplies BTB GR	010-2600-0-4310-00-1110-1000-000000-009-0234	86.64
	PO510178		Newcomer Team - Supplies	010-4201-0-4310-00-0000-2700-000000-009-0310	228.60
	PO510227		Program Supplies BTB CR	010-6010-0-4310-00-1110-1000-000000-011-0234	81.46
	PO510163		Open PO for Preschool	010-6500-0-4310-00-5730-1110-000000-009-0350	67.58
	PO510163		Open PO for Preschool	010-6500-0-4310-00-5730-1110-000000-009-0350	389.84
	PO510162		DO SPED Ordering	010-6500-0-4310-00-5761-1110-000000-009-0350	536.19
	PO510007		2024-2025 Open PO	010-9120-0-4310-00-1110-1000-000000-007-0120	334.94
	PO510007		2024-2025 Open PO	010-9120-0-4310-00-1110-1000-000000-007-0120	22.02
	PO510055		Amazon Blanket for Acct 120	010-9120-0-4310-00-1110-1000-000000-014-0120	183.86
	PO510055		Amazon Blanket for Acct 120	010-9120-0-4310-00-1110-1000-000000-014-0120	758.72
	PO520403		Bubb WIN Books	010-9130-0-4310-00-1110-1000-000000-002-0130	457.56
	PO510065		AMAZON	010-9130-0-4310-00-1110-1000-000000-016-0130	100.39
	PO510065		AMAZON	010-9130-0-4310-00-1110-1000-000000-016-0130	13.63
	PO510057		Amazon Blanket for Acct 236	010-9512-0-4310-00-1110-1000-000000-014-0236	15.99
	PO510016		Amazon Blanket PO for Acct 237	010-9512-0-4310-00-1110-1000-000000-014-0237	158.97
	PO510016		Amazon Blanket PO for Acct 237	010-9512-0-4310-00-1110-1000-000000-014-0237	349.16
	PO520292		Lunch With A Loved One ML	010-9552-0-4310-00-0000-2495-000000-006-0302	547.52
	PO520292		Lunch With A Loved One ML	010-9552-0-4310-00-0000-2495-000000-006-0302	66.53
	PO510148		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	107.38
	PO510148		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	211.98
	PO510148		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	494.07
	PO510189		Instructional Materials	120-5210-0-4310-00-0001-1000-000000-009-0271	47.87
	PO510142		Classroom/Office Supplies	120-6105-0-4310-00-0001-1000-000000-009-0275	133.39
	PO510142		Classroom/Office Supplies	120-6105-0-4310-00-0001-1000-000000-009-0275	512.78
				Sub total:	13,744.09
29	29053673		04/07/2025 EDTHEORY LLC		
	PO510127		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	8,080.00
				Sub total:	8,080.00
29	29053674		04/07/2025 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	29053675	04/07/2025	NCS PEARSON INC		
	PO520450		Digital Assessment Library	010-9301-0-4310-00-5001-2110-000000-009-0355	1,958.40
	PO520450		Digital Assessment Library	010-9301-0-4310-00-5001-2110-000000-009-0355	10,251.00
				Sub total:	12,209.40
29	29053676	04/07/2025	PARENT GUARDIAN 6687		
	PO510188		Settlement Agreement	010-6500-0-5803-00-5761-1110-000000-009-0350	6,437.50
				Sub total:	6,437.50
29	29053677	04/07/2025	RO HEALTH INC		
	PO510159		SPED Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	47,963.21
	PO510159		SPED Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	45,361.12
				Sub total:	93,324.33
29	29053678	04/07/2025	AF PRODUCE		
	PO510240		FARM TO TABLE PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	500.00
	PO510240		FARM TO TABLE PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	300.00
	PO510240		FARM TO TABLE PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	500.50
	PO510240		FARM TO TABLE PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	814.50
	PO510240		FARM TO TABLE PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	860.00
				Sub total:	2,975.00
29	29053679	04/07/2025	BONAMI BAKING COMPANY INC		
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	1,139.60
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	2,106.54
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	713.00
				Sub total:	3,959.14
29	29053680	04/07/2025	CRYSTAL CREAMERY INC		
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	335.51
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	852.32
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	556.36
				Sub total:	1,744.19
29	29053681	04/07/2025	NEW YORK PIZZA INC		
	PO510183		FRESH PIZZA ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	21,186.00
				Sub total:	21,186.00
29	29053682	04/07/2025	PACIFIC RIM PRODUCE		
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	692.95
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	565.50
				Sub total:	1,258.45
29	29053683	04/07/2025	SYSCO- SAN FRANCISCO		
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	3,862.70
				Sub total:	3,862.70
29	29053684	04/07/2025	LESCANO, NATALIE		
	PO540115		Reimbursement for Valentines	010-1100-0-4310-00-1110-1000-000000-014-0100	263.61
				Sub total:	263.61

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053685	04/08/2025	CIS INC		
	PO330023		IOR INSPECTION WINDOW PHASE 1	212-9702-0-6235-00-0000-8500-000000-004-0735	350.00
	PO330023		IOR INSPECTION WINDOW PHASE 1	212-9702-0-6235-00-0000-8500-000000-005-0735	350.00
	PO330023		IOR INSPECTION WINDOW PHASE 1	212-9702-0-6235-00-0000-8500-000000-006-0735	350.00
	PO330023		IOR INSPECTION WINDOW PHASE 1	212-9702-0-6235-00-0000-8500-000000-008-0735	350.00
	PO330023		IOR INSPECTION WINDOW PHASE 1	212-9702-0-6235-00-0000-8500-000000-011-0735	350.00
	PO530027		IOR MONTA LOMA FENCING	212-9703-0-6135-00-0000-8500-000000-006-0731	3,100.00
				Sub total:	4,850.00
29	29053686	04/08/2025	RODAN BUILDERS INC		
	PO530023		SITEWORK PARK RESTROOM PROJECT	212-9703-0-6245-00-0000-8500-000000-003-0738	22,336.88
	PO530023		SITEWORK PARK RESTROOM PROJECT	212-9703-0-6245-00-0000-8500-000000-004-0738	44,460.00
	PO530023		SITEWORK PARK RESTROOM PROJECT	212-9703-0-6245-00-0000-8500-000000-005-0738	33,972.00
	PO530023		SITEWORK PARK RESTROOM PROJECT	212-9703-0-6245-00-0000-8500-000000-016-0738	22,336.87
				Sub total:	123,105.75
29	29053687	04/08/2025	THE PUBLIC RESTROOM COMPANY		
	PO530013		PREFAB BLDGS PARK RESTROOMS	212-9703-0-6225-00-0000-8500-000000-003-0738	116,012.00
	PO530013		PREFAB BLDGS PARK RESTROOMS	212-9703-0-6225-00-0000-8500-000000-016-0738	116,012.00
				Sub total:	232,024.00
29	29053688	04/08/2025	TRI COUNTIES BANK		
	PO530037		HVAC PHASE 4 & 5 CONST ESCROW	212-9703-0-6264-00-0000-8500-000000-006-0733	1,856.64
	PO530037		HVAC PHASE 4 & 5 CONST ESCROW	212-9703-0-6264-00-0000-8500-000000-008-0733	1,856.64
	PO530037		HVAC PHASE 4 & 5 CONST ESCROW	212-9703-0-6264-00-0000-8500-000000-011-0733	1,856.63
	PO530037		HVAC PHASE 4 & 5 CONST ESCROW	212-9703-0-6264-00-0000-8500-000000-014-0733	1,856.64
				Sub total:	7,426.55
29	29053689	04/08/2025	AMAZON CAPITAL SERVICES		
	PO520410		Books for C Nguyen	010-0000-0-4310-00-1110-1000-000000-009-0204	592.80
				Sub total:	592.80
29	29053690	04/08/2025	KEYGENT ADVISORS		
	PO510309		DISSEMINATION AGENT SVCS BOND	010-0000-0-5830-00-0000-7100-000000-009-0503	2,500.00
				Sub total:	2,500.00
29	29053691	04/08/2025	MOO		
	PO540121		Business Cards	010-0000-0-4310-00-0000-7100-000000-009-0620	361.68
				Sub total:	361.68
29	29053692	04/08/2025	OPEN MIND SCHOOL		
	PO540131		SPED Transportation	010-6500-0-5808-00-5761-3600-000000-009-0562	1,530.00
	PO540131		SPED Transportation	010-6500-0-5808-00-5761-3600-000000-009-0562	3,060.00
	PO540131		SPED Transportation	010-6500-0-5808-00-5761-3600-000000-009-0562	2,250.00
	PO540131		SPED Transportation	010-6500-0-5808-00-5761-3600-000000-009-0562	2,250.00
	PO540131		SPED Transportation	010-6500-0-5808-00-5761-3600-000000-009-0562	2,880.00
	PO540131		SPED Transportation	010-6500-0-5808-00-5761-3600-000000-009-0562	3,150.00
				Sub total:	15,120.00
29	29053693	04/08/2025	SBASIA		
	PO540114		CLAIM DEDUCTIBLE	010-0000-0-5455-00-0000-7600-000000-009-0503	10,000.00
				Sub total:	10,000.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053694	04/08/2025	JAMS INC		
	PO540140		MEDIATION HEARING	010-0000-0-5845-00-0000-7400-000000-009-0400	13,000.00
				Sub total:	13,000.00
29	29053695	04/09/2025	BECK'S SHOES INC.		
	PO510140		STAFF SHOES EA YEAR	130-5310-0-4310-00-0000-3700-000000-009-0540	184.59
	PO510140		STAFF SHOES EA YEAR	130-5310-0-4310-00-0000-3700-000000-009-0540	100.00
				Sub total:	284.59
29	29053696	04/09/2025	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	29053697	04/09/2025	CAMPBELL UNION SCHOOL DISTRICT		
	PO540129		bus transportation	010-0000-0-5805-00-1110-1000-000000-005-0102	931.11
	PO540116		field trip- bus transportation	010-0000-0-5805-00-1110-1000-000000-005-0102	2,570.50
	PO520333		EV Science Field Trips	010-0000-0-5805-00-1110-1000-000000-009-0224	990.59
				Sub total:	4,492.20
29	29053698	04/09/2025	CHILDREN'S DISCOVERY MUSEUM		
	PO540126		Tk/Kinder Field Trip	010-0001-0-4369-00-1110-1000-000000-003-0214	439.00
				Sub total:	439.00
29	29053699	04/09/2025	CUPERTINO UNION SCHOOL DISTRIC		
	PO540127		Bus for 3rd gr feild trip	010-9120-0-5805-00-1110-1000-000000-008-0120	507.53
				Sub total:	507.53
29	29053700	04/09/2025	DE LAGE LANDEN		
	PO510068		2024-2025 duplicator/copier	010-0000-0-5610-00-0000-7550-000000-009-0504	1,667.71
				Sub total:	1,667.71
29	29053701	04/09/2025	DEMCO		
	PO510004		BL PO 2024-2025 SY	010-1100-0-4310-00-1110-1000-000000-007-0100	113.64
				Sub total:	113.64
29	29053702	04/09/2025	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	732.50
				Sub total:	1,553.99
29	29053703	04/09/2025	FAGEN FRIEDMAN & FULFROST LLP		
	PO510246		SPED Legal Consultants	010-6500-0-5845-00-5001-2700-000000-009-0350	33.00
	PO510246		SPED Legal Consultants	010-6500-0-5845-00-5001-2700-000000-009-0350	456.50
				Sub total:	489.50
29	29053704	04/09/2025	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	29053705	04/09/2025	MRC		
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	517.73
				Sub total:	517.73

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053706	04/09/2025	NATIONAL SCHOOL PUBLIC		
	PO540120		Application Submission	010-0000-0-5300-00-0000-7100-000000-009-0620	380.00
				Sub total:	380.00
29	29053707	04/09/2025	ONE WORKPLACE L FERRARI		
	PO520441		PRIVACY SCREENS IN HR	010-0000-0-4310-00-0000-7400-000000-009-0400	3,229.89
				Sub total:	3,229.89
29	29053708	04/09/2025	PLAYWORKS EDUCATION ENERGIZED		
	PO520165		In-person services, games	010-0000-0-5830-00-1110-1000-000000-003-0685	15,500.00
				Sub total:	15,500.00
29	29053709	04/09/2025	REEL2E		
	PO520369		SLS ST - Parents workshop	010-9552-0-5830-00-0000-2495-000000-015-0302	1,090.00
				Sub total:	1,090.00
29	29053710	04/09/2025	SCAN STRONG LLC		
	PO510308		Document scanning	010-9590-0-5830-00-0000-7700-000000-009-0570	4,180.00
				Sub total:	4,180.00
29	29053711	04/09/2025	SOCIAL AND ENVIRONMENTAL		
	PO520475		SLS CR - Math Festival	010-9552-0-5830-00-0000-2495-000000-011-0302	800.00
				Sub total:	800.00
29	29053712	04/09/2025	SOUTHWEST SCHOOL SUPPLY		
	PO510001		Classroom supplies	010-1100-0-4310-00-1110-1000-000000-002-0100	49.54
				Sub total:	49.54
29	29053713	04/09/2025	YOUTH SCIENCE INSTITUTE		
	PO520483		Field trip - program admission	010-9130-0-4369-00-1110-1000-000000-005-0130	790.00
	PO540128		Field trip - program admission	010-9130-0-4369-00-1110-1000-000000-005-0130	800.00
				Sub total:	1,590.00
29	29053714	04/09/2025	BRADY INDUSTRIES		
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	510.05
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	1,052.04
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	951.38
				Sub total:	2,513.47
29	29053715	04/09/2025	CITY MECHANICAL INC		
	PO510252		HVAC Service	010-8150-0-5608-00-0000-8110-000000-009-0550	200.00
	PO510252		HVAC Service	010-8150-0-5608-00-0000-8110-000000-009-0550	2,204.88
				Sub total:	2,404.88
29	29053716	04/09/2025	SILICON VALLEY PERFORMANCE		
	PO510211		Vehicle Repair	010-0000-0-5608-00-0000-3600-000000-009-0560	681.28
	PO510211		Vehicle Repair	010-6500-0-5608-00-5001-3600-000000-009-0562	4,342.06
				Sub total:	5,023.34
29	29053717	04/09/2025	UNIVERSAL SITE SERVICES INC		
	PO510096		Vehicle Wash	010-8150-0-5611-00-0000-8200-000000-009-0550	600.00
				Sub total:	600.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053718	04/09/2025	VALLEY OIL COMPANY		
	PO510210		Fuel for Vehicles	010-0000-0-4360-00-0000-3600-000000-009-0560	2,368.00
				Sub total:	2,368.00
29	29053719	04/09/2025	WORLDSTRIDES		
	PO520467		Great America Tickets	010-9120-0-4369-00-1110-1000-000000-014-0120	12,900.00
				Sub total:	12,900.00
29	29053720	04/11/2025	AMAZON CAPITAL SERVICES		
	PO510171		AMAZON ORDERS - ADMIN SERVICES	010-0000-0-4310-00-0000-3140-000000-009-0650	63.66
	PO510171		AMAZON ORDERS - ADMIN SERVICES	010-0000-0-4310-00-0000-7400-000000-009-0400	100.00
	PO510006		Amazon Classrooms supplies	010-1100-0-4310-00-1110-1000-000000-002-0100	92.58
	PO510006		Amazon Classrooms supplies	010-1100-0-4310-00-1110-1000-000000-002-0100	179.11
	PO510006		Amazon Classrooms supplies	010-1100-0-4310-00-1110-1000-000000-002-0100	92.58
	PO510006		Amazon Classrooms supplies	010-1100-0-4310-00-1110-1000-000000-002-0100	57.68
	PO510163		Open PO for Preschool	010-6500-0-4310-00-5730-1110-000000-009-0350	100.38
	PO510162		DO SPED Ordering	010-6500-0-4310-00-5761-1110-000000-009-0350	96.58
	PO510006		Amazon Classrooms supplies	010-9130-0-4310-00-1110-1000-000000-002-0130	196.21
	PO510006		Amazon Classrooms supplies	010-9130-0-4310-00-1110-1000-000000-002-0130	923.16
	PO520403		Bubb WIN Books	010-9130-0-4310-00-1110-1000-000000-002-0130	197.58-
				Sub total:	1,704.36
29	29053721	04/11/2025	APPLE INC		
	PO520412		SPED iPads	010-9301-0-4310-00-5761-1110-000000-009-0355	5,980.76-
	PO520412		SPED iPads	010-9301-0-4310-00-5761-1110-000000-009-0355	10,509.43
	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	631.87
	PO520427		Apple laptops staff	010-9590-0-4401-00-0000-2420-000000-009-0570	32,279.18
	PO520427		Apple laptops staff	010-9590-0-5829-00-0000-2420-000000-009-0570	80.00
				Sub total:	37,526.67
29	29053722	04/11/2025	BAIER, JEFFREY		
	PO540136		Event attendance	010-0000-0-5200-00-0000-7100-000000-009-0600	65.87
				Sub total:	65.87
29	29053723	04/11/2025	CENTRAL COMPUTERS INC		
	PO510079		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	239.97
				Sub total:	239.97
29	29053724	04/11/2025	CITY OF PALO ALTO		
	PO540139		TK Zoo Animals	010-9130-0-4369-00-1110-1000-000000-008-0130	442.00
				Sub total:	442.00
29	29053725	04/11/2025	DIGITAL PROMISE GLOBAL		
	PO540133		Cohort engagement	010-0000-0-5830-00-0000-7100-000000-009-0600	1,500.00
				Sub total:	1,500.00
29	29053726	04/11/2025	DOCUMENT TRACKING SERVICES LLC		
	PO540142		LCAP Template	010-0000-0-5830-00-0000-2110-000000-009-0214	16,714.00
	PO540142		LCAP Template	010-0000-0-5846-00-0000-2110-000000-009-0200	3,300.00
				Sub total:	20,014.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053727	04/11/2025	ELLARD, ACANTHA		
	PO540137		Balloons	010-1100-0-4310-00-0000-2700-000000-003-0100	692.89
	PO540138		Pizza for back to school night	010-1100-0-4311-00-0000-2700-000000-003-0100	441.62
				Sub total:	1,134.51
29	29053728	04/11/2025	ENVIRONMENTAL VOLUNTEERS INC		
	PO510245		4th/5th gr science program	010-9512-0-5830-00-1110-1000-000000-009-0224	21,995.00
				Sub total:	21,995.00
29	29053729	04/11/2025	FEDEX		
	PO510081		Open PO for shipping	010-9590-0-5850-00-0000-7200-000000-009-0570	106.81
				Sub total:	106.81
29	29053730	04/11/2025	FIRST STUDENT INC		
	PO540135		EV Field Trip for BB	010-0000-0-5805-00-1110-1000-000000-009-0224	2,703.87
				Sub total:	2,703.87
29	29053731	04/11/2025	GOOGLE LLC		
	PO510080		Open PO for Google SAS	010-9590-0-5846-00-1110-1000-000000-009-0570	366.81
				Sub total:	366.81
29	29053732	04/11/2025	PACT FOUNDATION		
	PO540141		Reimbursement for buses	010-0000-0-5805-00-1110-1000-000000-015-0102	8,990.98
				Sub total:	8,990.98
29	29053733	04/11/2025	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	29053734	04/11/2025	RO HEALTH INC		
	PO510207		MVWSD+ aide personnel	010-2600-0-5830-00-1110-1000-000000-009-0219	8,049.12
				Sub total:	8,049.12
29	29053735	04/11/2025	SHOOB PHOTOGRAPHY		
	PO520493		Imai Swag	010-0000-0-4310-00-1110-1000-000000-004-0101	567.45
				Sub total:	567.45
29	29053736	04/11/2025	THE WRITING REVOLUTION INC		
	PO540134		Workshop series	010-0000-0-5250-00-1110-2140-000000-009-0204	756.00
				Sub total:	756.00
29	29053737	04/17/2025	SAN JUAN BAUTISTA PARK		
	PO540091		field trip admission	010-9130-0-4369-00-1110-1000-000000-005-0130	225.00
				Sub total:	225.00
29	29053738	04/18/2025	AMAZON CAPITAL SERVICES		
	PO510296		Amazon Open PO	010-0000-0-4310-00-1110-1000-000000-015-0101	437.20
	PO510181		Open PO for school supplies	010-1100-0-4310-00-0000-2700-000000-004-0100	92.52
	PO510139		AMAZON SY 24-25	010-1100-0-4310-00-0000-2700-000000-008-0100	282.39

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510061		CR Open PO for 24/25	010-1100-0-4310-00-0000-2700-000000-011-0100	40.37
	PO510066		AMAZON - OFFICE	010-1100-0-4310-00-0000-2700-000000-016-0100	93.03
	PO510199		Classroom / Office Supplies	010-1100-0-4310-00-1110-1000-000000-006-0100	52.32
	PO510056		Amazon Blanket for Acct 100	010-1100-0-4310-00-1110-1000-000000-014-0100	316.13
	PO510012		2024-2025 ST Amazon orders	010-1100-0-4310-00-1110-1000-000000-015-0100	313.84
	PO510178		Newcomer Team - Supplies	010-4201-0-4310-00-0000-2700-000000-009-0310	208.55
	PO510176		TK misc consumables	010-6300-0-4310-00-1110-1000-000000-009-0205	160.68
	PO510295		Snacks using Antibias Grant	010-6318-0-4311-00-1110-1000-000000-009-0686	979.42
	PO510055		Amazon Blanket for Acct 120	010-9120-0-4310-00-1110-1000-000000-014-0120	151.12
	PO510065		AMAZON	010-9130-0-4310-00-1110-1000-000000-016-0130	106.81
	PO510057		Amazon Blanket for Acct 236	010-9512-0-4310-00-1110-1000-000000-014-0236	705.14
	PO510148		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	345.45
				Sub total:	4,284.97
29	29053739	04/18/2025 [redacted]			
	PO540148		mileage reimbursement 2024-25	010-9590-0-5210-00-0000-2140-000000-009-0570	136.75
	PO540149		mileage reimbursment 2024-25	010-9590-0-5210-00-0000-2140-000000-009-0570	82.08
				Sub total:	218.83
29	29053740	04/18/2025 [redacted]			
	PO540144		Volunteer Fingerprinting Fee	010-9130-0-5838-00-0000-2700-000000-016-0130	65.92
				Sub total:	65.92
29	29053741	04/18/2025 OLACIREGUI, CLAUDIA			
	PO540143		Pizza -5 gr focus group	010-0000-0-4311-00-0000-2110-000000-009-0200	30.66
				Sub total:	30.66
29	29053742	04/18/2025 PEGASUS PRODUCTS GROUP LLC			
	PO510035		Music Uniforms	010-9131-0-4310-00-1110-1000-000000-011-0131	1,534.30
				Sub total:	1,534.30
29	29053743	04/18/2025 POHLMAN, MEGAN			
	PO540147		REIMBURSEMENT	010-9120-0-4311-00-0000-2700-000000-015-0120	181.08
	PO540147		REIMBURSEMENT	010-9120-0-4311-00-1110-1000-000000-015-0120	125.04
				Sub total:	306.12
29	29053744	04/18/2025 U.S. BANK CORPORATE PAYMENT			
	PV500279		FOOD SUPPLY MEETINGS	010-0000-0-4311-00-0000-7100-000000-009-0600	31.29
	PV500279		FOOD SUPPLY MEETINGS	010-0000-0-4311-00-0000-7100-000000-009-0600	42.80
	PV500279		FOOD SUPPLY MEETINGS	010-0000-0-4311-00-0000-7100-000000-009-0600	96.25
	PV500279		FOOD SUPPLY MEETINGS	010-0000-0-4311-00-1110-1000-000000-009-0204	260.65
	PV500280		TRAVEL & CONFERENCES	010-0000-0-5200-00-0000-7100-000000-009-0610	300.00-
	PV500280		WORKSHOP EXPENSES	010-0000-0-5260-00-0000-7300-000000-009-0500	345.00
	PV500280		DUES AND MEMBERSHIPS	010-0000-0-5300-00-0000-7400-000000-009-0400	200.00
	PV500280		FOOD SUPPLY MEETINGS	010-2600-0-4311-00-1110-1000-000000-014-0234	947.68
	PV500280		FOOD SUPPLY MEETINGS	010-2600-0-4311-00-1110-1000-000000-014-0234	50.75
	PV500280		FOOD SUPPLY MEETINGS	010-2600-0-4311-00-1110-1000-000000-014-0234	21.72
	PV500279		FOOD SUPPLY MEETINGS	010-2600-0-4311-00-1110-1000-000000-014-0234	19.98
	PV500279		FOOD SUPPLY MEETINGS	010-2600-0-4311-00-1110-1000-000000-014-0234	39.96
	PV500280		FOOD SUPPLY MEETINGS	010-2600-0-4311-00-1110-1000-000000-014-0234	33.87
	PV500279		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-005-0234	861.12

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PV500279		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-005-0234	19.98
	PV500280		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-005-0234	357.95
	PV500279		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-006-0234	861.12
	PV500279		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-006-0234	39.96
	PV500280		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-006-0234	334.16
	PV500279		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-008-0234	861.12
	PV500279		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-008-0234	39.96
	PV500280		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-008-0234	334.16
	PV500279		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-011-0234	861.12
	PV500280		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-011-0234	357.95
	PV500279		CLASSROOM/OFFICE SUPPLIES	010-6300-0-4310-00-1110-1000-000000-009-0205	2,583.00
	PV500280		WORKSHOP EXPENSES	010-6500-0-5260-00-5001-2110-000000-009-0350	101.23
	PV500280		WORKSHOP EXPENSES	010-6500-0-5260-00-5001-2110-000000-009-0350	101.23
	PV500280		WORKSHOP EXPENSES	010-6500-0-5260-00-5001-2110-000000-009-0350	101.23
	PV500279		FOOD SUPPLY MEETINGS	010-9552-0-4311-00-0000-2495-000000-002-0302	173.51
	PV500279		FOOD SUPPLY MEETINGS	010-9552-0-4311-00-0000-2495-000000-002-0302	9.18
	PV500279		FOOD SUPPLY MEETINGS	010-9552-0-4311-00-0000-2495-000000-011-0302	232.90
	PV500280		FOOD SUPPLY MEETINGS	010-9552-0-4311-00-0000-2495-000000-014-0302	73.26
	PV500279		FIELD TRIPS	010-9552-0-4369-00-0000-2495-000000-007-0302	558.25
	PV500279		FIELD TRIPS	010-9552-0-4369-00-0000-2495-000000-007-0302	3.00
	PV500280		LICENSING AGREEMENTS	010-9590-0-5846-00-0000-2420-000000-009-0570	54.42
	PV500280		LICENSING AGREEMENTS	010-9590-0-5846-00-0000-2420-000000-009-0580	39.00
	PV500279		FOOD SUPPLY MEETINGS	120-5210-0-4311-00-0001-1000-000000-009-0275	704.72
	PV500279		FOOD SUPPLY MEETINGS	120-6105-0-4311-00-0001-1000-000000-009-0275	132.94
				Sub total:	11,586.42
29	29053745		04/18/2025 RESTAURANTE EL CONRRO INC		
	PO540145		SLS GR - Community Dinner	010-9552-0-4311-00-0000-2495-000000-014-0302	3,500.00
				Sub total:	3,500.00
29	29053746		04/21/2025 ACHIEVE KIDS NPS		
	PO510249		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	10,293.50
	PO510249		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	12,909.00
				Sub total:	23,202.50
29	29053747		04/21/2025 AMAZON CAPITAL SERVICES		
	PO520422		Robotics Kits for Homewrk Club	010-0001-0-4310-00-1110-1000-000000-014-0214	409.80
				Sub total:	409.80
29	29053748		04/21/2025 CHILDREN'S HEALTH COUNCIL		
	PO510263		NPS Placement Sand Hill	010-6500-0-5830-00-5760-1180-000000-009-0381	6,809.00
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	14,072.40
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	8,676.80
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	13,925.60
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	8,930.00
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	13,218.20
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	8,178.40
				Sub total:	73,810.40
29	29053749		04/21/2025 COMMUNICAID INC		
	PO510122		Translation Service for SPED	010-6500-0-5830-00-5760-1110-000000-009-0350	450.00
				Sub total:	450.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053750	04/21/2025	CREATIVE LEARNING CENTER		
	PO510267		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	7,371.00
	PO510267		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	14,236.50
				Sub total:	21,607.50
29	29053751	04/21/2025	EDFILES INC		
	PO510260		Records retention scanning	010-9590-0-5846-00-0000-7700-000000-009-0580	10,000.00
				Sub total:	10,000.00
29	29053752	04/21/2025	EDTHEORY LLC		
	PO510127		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	7,272.00
				Sub total:	7,272.00
29	29053753	04/21/2025	HEALTH CONNECTED		
	PO510005		Sexual Health Instruction	010-6300-0-5830-00-1110-1000-000000-009-0205	18,145.00
				Sub total:	18,145.00
29	29053754	04/21/2025	INVO HEALTHCARE ASSOCIATES LLC		
	PO510126		Contracted Staff	010-6500-0-5830-00-5761-1110-000000-009-0350	17,255.00
				Sub total:	17,255.00
29	29053755	04/21/2025	MORGAN AUTISM CENTER		
	PO510244		NPS Student Placement	010-6500-0-5830-00-5760-1180-000000-009-0381	23,488.50
				Sub total:	23,488.50
29	29053756	04/21/2025	NCS PEARSON INC		
	PO510156		SPED Protocols	010-6500-0-4310-00-5761-1110-000000-009-0350	105.60
	PO510156		SPED Protocols	010-9301-0-4310-00-5761-1110-000000-009-0355	158.40
				Sub total:	264.00
29	29053757	04/21/2025	OUTSIDE VOICES SPEECH THERAPY		
	PO510289		Contracted Svc for AAC	010-6500-0-5830-00-5761-1110-000000-009-0350	9,480.00
				Sub total:	9,480.00
29	29053758	04/21/2025	PACIFIC AUTISM CENTER FOR		
	PO510169		NPS Student Placement	010-6500-0-5830-00-5760-1180-000000-009-0381	13,113.50
				Sub total:	13,113.50
29	29053759	04/21/2025	RO HEALTH INC		
	PO510159		SPED Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	47,067.63
				Sub total:	47,067.63
29	29053760	04/21/2025	SANTA CLARA COUNTY OFFICE		
	PO520421		TEACHER RECRUITMENT FAIR 2025	010-0000-0-5235-00-0000-7400-000000-009-0400	595.70
				Sub total:	595.70
29	29053761	04/21/2025	SPEECH THERAPY LINK INC		
	PO510154		Contracted Staff	010-6500-0-5830-00-5761-1110-000000-009-0350	50,880.00
				Sub total:	50,880.00
29	29053762	04/21/2025	THERAPY TRAVELERS LLC		
	PO510242		Contract Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	15,000.00
				Sub total:	15,000.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053763	04/21/2025	WEINGARTEN CHILDREN'S CENTER		
	PO510241		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	3,988.00
	PO510241		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	4,564.00
	PO510241		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	6,116.00
	PO510241		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	4,554.00
	PO510241		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	384.00
	PO510241		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	4,104.00
	PO510241		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	6,606.00
				Sub total:	30,316.00
29	29053764	04/22/2025	DREILING TERRONES ARCHITECTURE		
	PO330059		AE SVCS FOR HVAC PHASE 5	212-9702-0-6215-00-0000-8500-000000-006-0733	115.00
	PO330059		AE SVCS FOR HVAC PHASE 5	212-9702-0-6215-00-0000-8500-000000-008-0733	115.00
	PO330037		AE SVCS PAINTING AT CR & GR	212-9702-0-6215-00-0000-8500-000000-011-0717	1,403.75
	PO330059		AE SVCS FOR HVAC PHASE 5	212-9702-0-6215-00-0000-8500-000000-011-0733	115.00
	PO330037		AE SVCS PAINTING AT CR & GR	212-9702-0-6215-00-0000-8500-000000-014-0717	1,403.75
	PO330059		AE SVCS FOR HVAC PHASE 5	212-9702-0-6215-00-0000-8500-000000-014-0733	115.00
	PO530031		AE SVCS ROOFING PROJECT	212-9703-0-6215-00-0000-8500-000000-002-0716	22.39
	PO530031		AE SVCS ROOFING PROJECT	212-9703-0-6215-00-0000-8500-000000-004-0716	18.92
	PO530031		AE SVCS ROOFING PROJECT	212-9703-0-6215-00-0000-8500-000000-005-0716	18.92
	PO530031		AE SVCS ROOFING PROJECT	212-9703-0-6215-00-0000-8500-000000-008-0716	9.60
	PO530020		AE - RESTROOM MOD THEUERKAUF	212-9703-0-6215-00-0000-8500-000000-008-0718	690.00
	PO530031		AE SVCS ROOFING PROJECT	212-9703-0-6215-00-0000-8500-000000-011-0716	31.64
	PO530031		AE SVCS ROOFING PROJECT	212-9703-0-6215-00-0000-8500-000000-014-0716	13.22
	PO530031		AE SVCS ROOFING PROJECT	212-9703-0-6215-00-0000-8500-000000-016-0716	20.31
				Sub total:	4,092.50
29	29053765	04/22/2025	E.F. BRETT AND COMPANY INC		
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-002-0735	1,271.10
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-004-0735	6,420.10
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-005-0735	6,420.10
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-006-0735	1,271.10
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-008-0735	9,291.00
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-011-0735	7,331.90
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-014-0735	1,271.10
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-016-0735	1,271.10
	PO530035		HVAC PHASE 4 & 5 CONSTRUCTION	212-9703-0-6264-00-0000-8500-000000-006-0733	17,929.35
	PO530035		HVAC PHASE 4 & 5 CONSTRUCTION	212-9703-0-6264-00-0000-8500-000000-008-0733	19,354.35
	PO530035		HVAC PHASE 4 & 5 CONSTRUCTION	212-9703-0-6264-00-0000-8500-000000-011-0733	17,930.30
	PO530035		HVAC PHASE 4 & 5 CONSTRUCTION	212-9703-0-6264-00-0000-8500-000000-014-0733	20,543.75
				Sub total:	110,305.25
29	29053766	04/22/2025	KEYANALYTICS		
	PO530009		KEYANALYTICS MONTHLY SVCS FEES	212-9702-0-5830-00-0000-8500-000000-009-0700	13,500.00
				Sub total:	13,500.00
29	29053767	04/22/2025	TRI COUNTIES BANK		
	PO530037		HVAC PHASE 4 & 5 CONST ESCROW	212-9703-0-6264-00-0000-8500-000000-006-0733	943.65
	PO530037		HVAC PHASE 4 & 5 CONST ESCROW	212-9703-0-6264-00-0000-8500-000000-008-0733	1,018.65
	PO530037		HVAC PHASE 4 & 5 CONST ESCROW	212-9703-0-6264-00-0000-8500-000000-011-0733	943.70

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO530037		HVAC PHASE 4 & 5 CONST ESCROW	212-9703-0-6264-00-0000-8500-000000-014-0733	1,081.25
				Sub total:	3,987.25
29 29053768		04/22/2025	CITY OF MOUNTAIN VIEW		
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-003-0503	1,290.96
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-003-0503	281.90
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-009-0503	14,620.78
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-009-0503	190.50
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-016-0503	609.30
				Sub total:	16,993.44
29 29053769		04/22/2025	COMMUNICAID INC		
	PO510122		Translation Service for SPED	010-6500-0-5830-00-5760-1110-000000-009-0350	1,953.38
	PO510122		Translation Service for SPED	010-6500-0-5830-00-5760-1110-000000-009-0350	450.00
				Sub total:	2,403.38
29 29053770		04/22/2025	FAGEN FRIEDMAN & FULFROST LLP		
	PO540117		Workshop	010-6500-0-5260-00-5761-1110-000000-009-0350	255.00
				Sub total:	255.00
29 29053771		04/22/2025	PACIFIC GAS AND ELECTRIC CO		
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-002-0503	402.21
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-003-0503	1,201.83
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-004-0503	872.21
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-005-0503	519.85
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-006-0503	96.33
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-007-0503	1,078.64
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-008-0503	1,008.28
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-011-0503	688.77
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-011-0503	1,737.06
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-014-0503	3,123.49
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-003-0503	6,799.89
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-003-0503	13,885.82
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-004-0503	7,019.99
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-006-0503	3,836.60
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-006-0503	3,981.44
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-009-0503	440.42
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-011-0503	4,331.59
				Sub total:	51,024.42
29 29053772		04/22/2025	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	83.44
				Sub total:	86.74
29 29053773		04/22/2025	CITY OF SAN JOSE		
	PO520371		Preschool Field Trip TH3	120-9010-0-4369-00-0001-1000-000000-009-0270	473.00
				Sub total:	473.00
29 29053774		04/22/2025	BONAMI BAKING COMPANY INC		
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	2,351.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	713.00
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	2,486.40
				Sub total:	5,550.40
29 29053775		04/22/2025	CRYSTAL CREAMERY INC		
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	742.00
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	1,558.20
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	1,669.08
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	501.06
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	221.76
				Sub total:	4,692.10
29 29053776		04/22/2025	DANIELSEN COMPANY		
	PO510131		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	3,252.20
				Sub total:	3,252.20
29 29053777		04/22/2025	FIVE STAR RESTAURANT SERVICES		
	PO510111		REFRIG REPAIRS	130-5310-0-5670-00-0000-3700-000000-009-0540	6,560.00
				Sub total:	6,560.00
29 29053778		04/22/2025	GOLD STAR FOODS		
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,049.71
				Sub total:	1,049.71
29 29053779		04/22/2025	IMPERIAL DADE WEST COAST		
	PO510133		PAPER ITEMS	130-5310-0-4390-00-0000-3700-000000-009-0540	2,017.88
				Sub total:	2,017.88
29 29053780		04/22/2025	PACIFIC PRODUCE		
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	810.45
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	232.65
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	871.65
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	1,578.40
				Sub total:	3,493.15
29 29053781		04/22/2025	SYSCO- SAN FRANCISCO		
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	22.84-
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	2,614.34
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	3,185.13
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	8,759.06
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,497.89
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	157.35
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	5,123.60
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	145.64-
				Sub total:	21,168.89
29 29053782		04/23/2025	[redacted]		
	PO540153		SETTLEMENT AGREEMENT	010-0000-0-5803-00-0000-7400-000000-009-0400	1,000.00
				Sub total:	1,000.00
29 29053783		04/23/2025	CHESLEY, STEVE		
	PO540152		Treats for Math Group	010-0000-0-4311-00-1110-1000-000000-009-0200	77.00
				Sub total:	77.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053784	04/23/2025	ELLARD, ACANTHA		
	PO540151		PD breakfast 3-21	010-1100-0-4311-00-0000-2700-000000-003-0100	106.82
				Sub total:	106.82
29	29053785	04/23/2025	ENGIE SERVICES U.S.		
	PO540155		M&V Fees Phase 2 Year 3	010-0000-0-5830-00-0000-8200-000000-006-0503	1,974.76
	PO540155		M&V Fees Phase 2 Year 3	010-0000-0-5830-00-0000-8200-000000-008-0503	1,975.34
	PO540155		M&V Fees Phase 2 Year 3	010-0000-0-5830-00-0000-8200-000000-011-0503	1,974.76
				Sub total:	5,924.86
29	29053786	04/23/2025	VIKJORD, TARA		
	PO540150		LUNCH FOR INTERVIEWS	010-0000-0-4311-00-0000-7400-000000-009-0400	171.89
				Sub total:	171.89
29	29053787	04/23/2025	AMAZON CAPITAL SERVICES		
	PO510284		Misc Ed Svc supplies	010-0000-0-4310-00-0000-2700-000000-009-0200	127.56
	PO510296		Amazon Open PO	010-0000-0-4310-00-1110-1000-000000-015-0101	70.76
	PO510296		Amazon Open PO	010-0000-0-4310-00-1110-1000-000000-015-0101	27.27
	PO510296		Amazon Open PO	010-0000-0-4310-00-1110-1000-000000-015-0101	48.99
	PO520396		TK and Kinder	010-0001-0-4310-00-1110-1000-000000-003-0214	235.62
	PO520433		amazon library books	010-1100-0-4211-00-0000-2420-000000-015-0103	490.22
	PO520433		amazon library books	010-1100-0-4211-00-0000-2420-000000-015-0103	38.29
	PO510208		Open Amazon PO 24-25	010-1100-0-4310-00-1110-1000-000000-003-0100	750.75
	PO510208		Open Amazon PO 24-25	010-1100-0-4310-00-1110-1000-000000-003-0100	307.79
	PO510208		Open Amazon PO 24-25	010-1100-0-4310-00-1110-1000-000000-003-0100	137.50
	PO510208		Open Amazon PO 24-25	010-1100-0-4310-00-1110-1000-000000-003-0100	81.10
	PO510012		2024-2025 ST Amazon orders	010-1100-0-4310-00-1110-1000-000000-015-0100	103.20
	PO510012		2024-2025 ST Amazon orders	010-1100-0-4310-00-1110-1000-000000-015-0100	33.82
	PO510012		2024-2025 ST Amazon orders	010-1100-0-4310-00-1110-1000-000000-015-0100	20.72
	PO510012		2024-2025 ST Amazon orders	010-1100-0-4310-00-1110-1000-000000-015-0100	130.76
	PO510176		TK misc consumables	010-6300-0-4310-00-1110-1000-000000-009-0205	92.64
	PO510176		TK misc consumables	010-6300-0-4310-00-1110-1000-000000-009-0205	443.22
	PO510295		Snacks using Antibias Grant	010-6318-0-4311-00-1110-1000-000000-009-0686	376.40
	PO510295		Snacks using Antibias Grant	010-6318-0-4311-00-1110-1000-000000-009-0686	524.17
	PO510163		Open PO for Preschool	010-6500-0-4310-00-5730-1110-000000-009-0350	186.00
	PO510162		DO SPED Ordering	010-6500-0-4310-00-5761-1110-000000-009-0350	131.40
	PO510162		DO SPED Ordering	010-6500-0-4310-00-5761-1110-000000-009-0350	95.76
	PO510162		DO SPED Ordering	010-6500-0-4310-00-5761-1110-000000-009-0350	551.41
	PO510046		Amazon General Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	333.06
	PO510046		Amazon General Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	216.06
	PO510007		2024-2025 Open PO	010-9120-0-4310-00-1110-1000-000000-007-0120	164.07
	PO510007		2024-2025 Open PO	010-9120-0-4310-00-1110-1000-000000-007-0120	429.36
	PO510007		2024-2025 Open PO	010-9120-0-4310-00-1110-1000-000000-007-0120	85.48
	PO510007		2024-2025 Open PO	010-9120-0-4310-00-1110-1000-000000-007-0120	59.55
	PO510007		2024-2025 Open PO	010-9120-0-4310-00-1110-1000-000000-007-0120	9.81
	PO510013		2024-2025 ST AMAZON ORDERS	010-9130-0-4310-00-1110-1000-000000-015-0130	21.60
	PO510298		SLS CA - Science Night	010-9552-0-4310-00-0000-2495-000000-003-0302	3,229.96
	PO510298		SLS CA - Science Night	010-9552-0-4310-00-0000-2495-000000-003-0302	102.57
	PO510298		SLS CA - Science Night	010-9552-0-4310-00-0000-2495-000000-003-0302	10.90
	PO510298		SLS CA - Science Night	010-9552-0-4310-00-0000-2495-000000-003-0302	10.90

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO520491		SLS ST - Parent Workshop	010-9552-0-4310-00-0000-2495-000000-015-0302	90.21
	PO510148		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	10.90-
	PO510148		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	416.41
	PO510148		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	1,206.00
	PO510148		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	229.40
	PO510148		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	562.80
	PO510148		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	1,164.14
	PO510148		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	9.81-
				Sub total:	13,326.92
29 29053788		04/23/2025 [redacted]			
	PO540154		Mileage reimbursement [redacted]	010-9590-0-5210-00-0000-2140-000000-009-0570	64.99
				Sub total:	64.99
29 29053789		04/23/2025 MAD SCIENCE OF THE BAY AREA			
	PO520508		SLS LN - Science Night	010-9552-0-5830-00-0000-2495-000000-005-0302	3,200.00
				Sub total:	3,200.00
29 29053790		04/24/2025 AMAZON CAPITAL SERVICES			
	PO510190		Supplies for the Supt. Office	010-0000-0-4310-00-0000-7100-000000-009-0600	10.90
	PO510190		Supplies for the Supt. Office	010-0000-0-4310-00-0000-7100-000000-009-0600	16.36
	PO510190		Supplies for the Supt. Office	010-0000-0-4310-00-0000-7100-000000-009-0600	152.67
	PO510290		classroom supplies	010-0000-0-4310-00-1110-1000-000000-005-0101	366.48
	PO510290		classroom supplies	010-0000-0-4310-00-1110-1000-000000-005-0101	80.74
	PO510290		classroom supplies	010-0000-0-4310-00-1110-1000-000000-005-0101	87.29
	PO510290		classroom supplies	010-0000-0-4310-00-1110-1000-000000-005-0101	634.62
	PO510290		classroom supplies	010-0000-0-4310-00-1110-1000-000000-005-0101	312.38
	PO520455		Snacks for Lexia	010-0001-0-4310-00-1110-1000-000000-008-0214	298.54
	PO510283		library books	010-1100-0-4211-00-0000-2420-000000-005-0103	189.25
	PO510283		library books	010-1100-0-4211-00-0000-2420-000000-005-0103	209.50
	PO510181		Open PO for school supplies	010-1100-0-4310-00-0000-2700-000000-004-0100	324.79
	PO510181		Open PO for school supplies	010-1100-0-4310-00-0000-2700-000000-004-0100	742.24
	PO510181		Open PO for school supplies	010-1100-0-4310-00-0000-2700-000000-004-0100	596.04
	PO510139		AMAZON SY 24-25	010-1100-0-4310-00-0000-2700-000000-008-0100	16.75-
	PO510139		AMAZON SY 24-25	010-1100-0-4310-00-0000-2700-000000-008-0100	16.75
	PO510139		AMAZON SY 24-25	010-1100-0-4310-00-0000-2700-000000-008-0100	67.38
	PO510061		CR Open PO for 24/25	010-1100-0-4310-00-0000-2700-000000-011-0100	205.35
	PO510061		CR Open PO for 24/25	010-1100-0-4310-00-0000-2700-000000-011-0100	34.04
	PO510199		Classroom / Office Supplies	010-1100-0-4310-00-1110-1000-000000-006-0100	158.70
	PO510139		AMAZON SY 24-25	010-1100-0-4310-00-1110-1000-000000-008-0100	21.49
	PO510139		AMAZON SY 24-25	010-1100-0-4310-00-1110-1000-000000-008-0100	143.97
	PO510061		CR Open PO for 24/25	010-1100-0-4310-00-1110-1000-000000-011-0100	469.25
	PO510056		Amazon Blanket for Acct 100	010-1100-0-4310-00-1110-1000-000000-014-0100	1,179.80
	PO510056		Amazon Blanket for Acct 100	010-1100-0-4310-00-1110-1000-000000-014-0100	826.55
	PO510056		Amazon Blanket for Acct 100	010-1100-0-4310-00-1110-1000-000000-014-0100	859.27
	PO510056		Amazon Blanket for Acct 100	010-1100-0-4310-00-1110-1000-000000-014-0100	98.18
	PO510056		Amazon Blanket for Acct 100	010-1100-0-4310-00-1110-1000-000000-014-0100	1,112.94
	PO510056		Amazon Blanket for Acct 100	010-1100-0-4310-00-1110-1000-000000-014-0100	12.84
	PO510282		Program Supplies BTB GR	010-2600-0-4310-00-1110-1000-000000-009-0234	35.10
	PO510282		Program Supplies BTB GR	010-2600-0-4310-00-1110-1000-000000-009-0234	60.97
	PO510221		Program Supplies BTB LN	010-6010-0-4310-00-1110-1000-000000-005-0234	379.58

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510221		Program Supplies BTB LN	010-6010-0-4310-00-1110-1000-000000-005-0234	18.23
	PO510222		Program Supplies BTB ML	010-6010-0-4310-00-1110-1000-000000-006-0234	173.75
	PO510223		Program Supplies BTB TH	010-6010-0-4311-00-1110-1000-000000-008-0234	32.91
	PO510227		Program Supplies BTB CR	010-6010-0-4311-00-1110-1000-000000-011-0234	80.32
	PO510055		Amazon Blanket for Acct 120	010-9120-0-4310-00-1110-1000-000000-014-0120	309.39
	PO510055		Amazon Blanket for Acct 120	010-9120-0-4310-00-1110-1000-000000-014-0120	29.56
	PO510055		Amazon Blanket for Acct 120	010-9120-0-4310-00-1110-1000-000000-014-0120	36.00
	PO510066		AMAZON - OFFICE	010-9130-0-4310-00-0000-2700-000000-016-0130	21.80
	PO510066		AMAZON - OFFICE	010-9130-0-4310-00-0000-2700-000000-016-0130	25.53
	PO510066		AMAZON - OFFICE	010-9130-0-4310-00-0000-2700-000000-016-0130	250.21
	PO510066		AMAZON - OFFICE	010-9130-0-4310-00-0000-2700-000000-016-0130	28.36
	PO510066		AMAZON - OFFICE	010-9130-0-4310-00-0000-2700-000000-016-0130	56.59
	PO520460		Supplies for lunch activities	010-9130-0-4310-00-1110-1000-000000-011-0130	106.85
	PO510065		AMAZON	010-9130-0-4310-00-1110-1000-000000-016-0130	130.88
	PO510065		AMAZON	010-9130-0-4310-00-1110-1000-000000-016-0130	42.55
	PO510065		AMAZON	010-9130-0-4310-00-1110-1000-000000-016-0130	26.12
	PO510065		AMAZON	010-9130-0-4310-00-1110-1000-000000-016-0130	93.75
	PO510065		AMAZON	010-9130-0-4310-00-1110-1000-000000-016-0130	185.69
	PO510057		Amazon Blanket for Acct 236	010-9512-0-4310-00-1110-1000-000000-014-0236	381.88
	PO510057		Amazon Blanket for Acct 236	010-9512-0-4310-00-1110-1000-000000-014-0236	48.41
	PO510025		Open PO-Athletic Department	010-9512-0-4310-00-1110-4200-000000-011-0237	34.81-
	PO510025		Open PO-Athletic Department	010-9512-0-4310-00-1110-4200-000000-011-0237	34.81
	PO510299		SLS TH - Dia del Nino	010-9552-0-4310-00-0000-2495-000000-008-0302	212.56
	PO510299		SLS TH - Dia del Nino	010-9552-0-4310-00-0000-2495-000000-008-0302	1,205.72
	PO510189		Instructional Materials	120-5210-0-4310-00-0001-1000-000000-009-0271	267.79
	PO510189		Instructional Materials	120-5210-0-4310-00-0001-1000-000000-009-0271	9.90
	PO510142		Classroom/Office Supplies	120-6105-0-4310-00-0001-1000-000000-009-0275	562.01
	PO510142		Classroom/Office Supplies	120-6105-0-4310-00-0001-1000-000000-009-0275	276.98
	PO510142		Classroom/Office Supplies	120-6105-0-4310-00-0001-1000-000000-009-0275	40.37
	PO510143		Classroom/Office Supplies	120-9509-0-4310-00-0001-1000-000000-009-0275	23.44
	PO510143		Classroom/Office Supplies	120-9509-0-4310-00-0001-1000-000000-009-0275	186.81
				Sub total:	14,551.57
29 29053791		04/25/2025	OFFICE DEPOT		
	PO510175		Office supplies	010-0000-0-4310-00-0000-7100-000000-009-0600	1,034.79
	PO510039		2024-2025 supplies	010-0000-0-4310-00-0000-7300-000000-009-0500	311.41
	PO510000		Classroom Supplies	010-1100-0-4310-00-1110-1000-000000-002-0100	2,494.94
	PO510202		Office Depot open PO 24-25	010-1100-0-4310-00-1110-1000-000000-003-0100	584.05
	PO510182		Open PO - School Supplies	010-1100-0-4310-00-1110-1000-000000-004-0100	600.61
	PO510023		office and classroom supplies	010-1100-0-4310-00-1110-1000-000000-005-0100	375.53
	PO510008		2024-2025 School Year Open PO	010-1100-0-4310-00-1110-1000-000000-007-0100	1,161.50
	PO510062		Open PO 2024-2025 Office Depot	010-1100-0-4310-00-1110-1000-000000-011-0100	67.36
	PO510058		Office Depot Blanket PO 24-25	010-1100-0-4310-00-1110-1000-000000-014-0100	2,975.97
	PO510054		2024-2025 ST OFFICE DEPOT	010-1100-0-4310-00-1110-1000-000000-015-0100	687.94
	PO510201		office supplies for BTB	010-2600-0-4310-00-1110-1000-000000-009-0234	112.73
	PO510157		SPED Mis Order	010-6500-0-4310-00-5761-1110-000000-009-0350	225.67
	PO510157		SPED Mis Order	010-6500-0-4310-00-5761-1110-000000-009-0350	752.37
	PO510144		Classroom/Office Supplies	120-6105-0-4310-00-0001-1000-000000-009-0275	693.47
	PO510112		OFFICE ITEMS ALL SITES	130-5310-0-4310-00-0000-3700-000000-009-0540	323.21
				Sub total:	12,401.55
29 29053792		04/25/2025	DANNIS WOLIVER KELLEY		
	PO510191		Attorney representation	010-0000-0-5845-00-0000-7100-000000-009-0600	1,030.50

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510191		Attorney representation	010-0000-0-5845-00-0000-7100-000000-009-0600	782.00
	PO510293		Attorney services	010-0000-0-5845-00-0000-7100-000000-009-0600	2,052.00
	PO510293		Attorney services	010-0000-0-5845-00-0000-7100-000000-009-0600	33,828.68
	PO510293		Attorney services	010-0000-0-5845-00-0000-7100-000000-009-0600	32,175.00
	PO510294		Attorney services	010-0000-0-5845-00-0000-7100-000000-009-0600	6,959.00
	PO510294		Attorney services	010-0000-0-5845-00-0000-7100-000000-009-0600	1,586.00
	PO510191		Attorney representation	010-0000-0-5845-00-0000-7100-000000-009-0610	3,157.50
	PO510256		LEGAL FEES 2024-25	010-0000-0-5845-00-0000-7400-000000-009-0400	2,736.00
	PO510256		LEGAL FEES 2024-25	010-0000-0-5845-00-0000-7400-000000-009-0400	1,006.50
	PO510256		LEGAL FEES 2024-25	010-0000-0-5845-00-0000-7400-000000-009-0400	995.00
	PO510256		LEGAL FEES 2024-25	010-0000-0-5845-00-0000-7400-000000-009-0400	150.00
	PO510256		LEGAL FEES 2024-25	010-0000-0-5845-00-0000-7400-000000-009-0400	10,422.65
	PO510256		LEGAL FEES 2024-25	010-0000-0-5845-00-0000-7400-000000-009-0400	23,177.50
				Sub total:	120,058.33
29 29053793		04/25/2025	OTICON INC		
	PO520423		Low incident DHH	010-0000-0-4410-00-1110-1000-000000-009-0351	696.57
				Sub total:	696.57
29 29053794		04/28/2025	BMR HEALTH SERVICES INC		
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	16,800.00
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	14,994.00
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	18,120.00
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	15,960.00
				Sub total:	65,874.00
29 29053795		04/28/2025	CREATIVE LEARNING CENTER		
	PO510267		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	9,863.25
	PO510267		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	15,969.00
				Sub total:	25,832.25
29 29053796		04/28/2025	PARENT GUARDIAN 8460		
	PO510146		Settlement Parent Reimb.	010-6500-0-5803-00-5761-1110-000000-009-0350	265.00
				Sub total:	265.00
29 29053797		04/28/2025	RO HEALTH INC		
	PO510159		SPED Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	48,439.48
	PO510159		SPED Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	38,515.73
				Sub total:	86,955.21
29 29053798		04/28/2025	AG LINK INC		
	PO510108		PRODUCE FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	1,230.11
				Sub total:	1,230.11
29 29053799		04/28/2025	ALDER-TEK MANUFACTURING		
	PO510109		WOODEN SLIVERWARE FOR ALL SITE	130-5310-0-4390-00-0000-3700-000000-009-0540	1,469.25
				Sub total:	1,469.25
29 29053800		04/28/2025	BONAMI BAKING COMPANY INC		
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	2,368.00
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	2,831.40
				Sub total:	5,199.40

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053801	04/28/2025	CRYSTAL CREAMERY INC		
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	1,594.88
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	667.80
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	667.80
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	1,483.72
				Sub total:	4,414.20
29	29053802	04/28/2025	DANIELSEN COMPANY		
	PO510131		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,870.20
				Sub total:	1,870.20
29	29053803	04/28/2025	GOLD STAR FOODS		
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,045.60
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,958.20
				Sub total:	3,003.80
29	29053804	04/28/2025	PACIFIC GAS AND ELECTRIC CO		
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-002-0503	5,626.46
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-005-0503	1,016.21
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-007-0503	1,502.07
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-008-0503	5,890.16
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-011-0503	11,313.93
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-014-0503	2,073.73
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-014-0503	8,377.59
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-015-0503	15,134.60
				Sub total:	50,934.75
29	29053805	04/28/2025	PACIFIC PRODUCE		
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	362.90
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	592.10
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	291.50
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	1,244.40
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	1,315.35
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	170.15
				Sub total:	3,976.40
29	29053806	04/28/2025	SYSCO- SAN FRANCISCO		
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	11,622.05
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,619.44
				Sub total:	13,241.49
29	29053807	04/28/2025	APPLE INC		
	PO520498		iPads Pre-K Classroom Staff	120-6127-0-4310-00-0001-1000-000000-009-0275	1,815.11
				Sub total:	1,815.11
29	29053808	04/28/2025	BRADY INDUSTRIES		
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	1,151.51
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	1,311.20
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	719.71
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	443.71

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	506.59
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	121.46
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	1,194.99
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	1,611.04
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	84.97
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	719.71
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	121.46
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	575.76
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	646.12
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	121.46
				Sub total:	9,329.69
29 29053809		04/28/2025	CITY OF MOUNTAIN VIEW FAAP		
	PO510090		Alarm Calls	010-8150-0-5521-00-0000-8200-000000-008-0550	100.00
				Sub total:	100.00
29 29053810		04/28/2025	FIRST STUDENT INC		
	PO510292		Alternative Transportation Svc	010-6500-0-5808-00-5761-3600-000000-009-0562	52,764.70
				Sub total:	52,764.70
29 29053811		04/28/2025	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 29053812		04/28/2025	SAN FRANCISCO ELEVATOR SERVICE		
	PO510100		Elevator Maintenance	010-8150-0-5670-00-0000-8200-000000-009-0550	2,012.05
				Sub total:	2,012.05
29 29053813		04/28/2025	SILICON VALLEY PERFORMANCE		
	PO510211		Vehicle Repair	010-0000-0-5608-00-0000-3600-000000-009-0560	3,744.40
	PO510211		Vehicle Repair	010-6500-0-5608-00-5001-3600-000000-009-0562	2,207.09
	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	8,961.42
	PO510211		Vehicle Repair	010-6500-0-5608-00-5001-3600-000000-009-0562	1,005.02
				Sub total:	16,746.41
29 29053814		04/28/2025	SOUND AND SIGNAL INC		
	PO510091		Monitoring	010-8150-0-5521-00-0000-8200-000000-009-0550	316.10
				Sub total:	316.10
29 29053815		04/28/2025	THERMA LLC		
	PO510297		Sewer pipe inspections	010-8150-0-5830-00-0000-8110-000000-009-0550	6,163.34
				Sub total:	6,163.34
29 29053816		04/28/2025	VALLEY OIL COMPANY		
	PO510210		Fuel for Vehicles	010-0000-0-4360-00-0000-3600-000000-009-0560	1,908.13
				Sub total:	1,908.13
29 29053817		04/28/2025	WORLDSTRIDES		
	PO520467		Great America Tickets	010-9120-0-4369-00-1110-1000-000000-014-0120	1,300.00
				Sub total:	1,300.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053818	04/28/2025	CADA/CASL		
	PO540156		CR Membership-CADA	010-9130-0-9330-00-0000-0000-000000-000-0000	300.00
				Sub total:	300.00
29	29053819	04/28/2025	CLAAS, BEATRIZ		
	PO540159		SLS VA - UCSC Field Trip	010-9552-0-4311-00-0000-2495-000000-007-0302	296.52
				Sub total:	296.52
29	29053820	04/28/2025	ELLARD, ACANTHA		
	PO540158		Books/Supplies Parent U items	010-1100-0-4310-00-0000-2700-000000-003-0100	351.62
				Sub total:	351.62
29	29053821	04/28/2025	JINGUJI, MEGHAN		
	PO540157		Math Focus Group Treats	010-0000-0-4311-00-0000-2110-000000-009-0200	10.86
				Sub total:	10.86
29	29053822	04/28/2025	JUNG, JANE		
	PO540160		Reimbursement for Math Focus	010-1100-0-4311-00-1110-1000-000000-002-0100	66.13
				Sub total:	66.13
29	29053823	04/28/2025	OLACIREGUI, CLAUDIA		
	PO540162		SLS MI - Event	010-9552-0-4311-00-0000-2495-000000-016-0302	605.91
				Sub total:	605.91
29	29053824	04/28/2025	RIOS PACHECO, EDUARDO		
	PO540161		McK-V Mileage Reimb.	010-3010-0-5210-00-0000-2495-000000-009-0252	72.49
				Sub total:	72.49
29	29053825	04/29/2025	XEROX CORPORATION		
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-4310-00-0000-7550-000000-009-0504	28.43
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-4310-00-0000-7550-000000-009-0504	52.53
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-4310-00-0000-7550-000000-009-0504	363.99
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-4310-00-0000-7550-000000-009-0504	41.84
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-4310-00-0000-7550-000000-009-0504	47.18
	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	135.49
	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	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	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	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	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	387.69
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	139.70

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	010-0000-0-5610-00-0000-7550-000000-009-0504	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	340.27
	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	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	340.26
	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	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	347.45
	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	24.92
	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	010-1100-0-4310-00-0000-2700-000000-003-0100	261.92
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-0000-2700-000000-003-0100	48.09
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-002-0100	240.92
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-002-0100	121.21
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-004-0100	181.49
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-004-0100	194.71
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-005-0100	44.59
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-005-0100	284.37
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-006-0100	173.84
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-006-0100	45.62
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-006-0100	215.34
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-007-0100	229.84
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-007-0100	105.81
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-008-0100	61.02
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-008-0100	237.32
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-011-0100	20.23
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-011-0100	237.31
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-011-0100	301.80
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-011-0100	285.53
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-014-0100	186.45
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-014-0100	522.77
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-014-0100	314.11
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-016-0100	166.34
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-016-0100	121.68
	PO510118		XEROX CLICK CHARGES 24-25	010-8150-0-4310-00-0000-8200-000000-009-0550	67.24
	PO510118		XEROX CLICK CHARGES 24-25	010-8150-0-4310-00-0000-8200-000000-009-0550	3.66
	PO510118		XEROX CLICK CHARGES 24-25	010-8150-0-4310-00-0000-8200-000000-009-0550	246.59
	PO510118		XEROX CLICK CHARGES 24-25	120-6105-0-4310-00-0001-1000-000000-009-0275	254.67
				Sub total:	12,448.38
29 29053826		04/29/2025	ACER SERVICE CORPORATION		
	PO510147		Open PO for Chromebook parts	010-9590-0-4310-00-1110-1000-000000-009-0570	635.14
				Sub total:	635.14
29 29053827		04/29/2025	APPLE INC		
	PO510107		Open PO for parts	010-9590-0-4310-00-1110-1000-000000-009-0570	6.95

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510107		Open PO for parts	010-9590-0-4310-00-1110-1000-000000-009-0570	101.79
	PO510107		Open PO for parts	010-9590-0-4310-00-1110-1000-000000-009-0570	97.23
	PO520498		iPads Pre-K Classroom Staff	120-6127-0-4310-00-0001-1000-000000-009-0275	7,151.30
				Sub total:	7,357.27
29 29053828		04/29/2025	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	65.59
				Sub total:	165.59
29 29053829		04/29/2025	BOOKS INC		
	PO520432		Library Books	010-1100-0-4211-00-0000-2420-000000-015-0103	706.33
				Sub total:	706.33
29 29053830		04/29/2025	CAMPBELL UNION SCHOOL DISTRICT		
	PO520390		Bus for Field Trip	010-0000-0-5805-00-1110-1000-000000-007-0102	912.74
				Sub total:	912.74
29 29053831		04/29/2025	CENTRAL COMPUTERS INC		
	PO510079		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	109.11
				Sub total:	109.11
29 29053832		04/29/2025	CERTIFIX LIVE SCAN		
	PO510170		CERTIFIX 24-25	010-0000-0-5838-00-0000-7400-000000-009-0400	90.00
				Sub total:	90.00
29 29053833		04/29/2025	CHRISTY WHITE ASSOCIATES		
	PO510234		Audit Services for FY 2023-24	010-0000-0-5820-00-0000-7100-000000-009-0610	7,785.00
				Sub total:	7,785.00
29 29053834		04/29/2025	CORODATA SHREDDING INC		
	PO510067		2024-2025 shredding services	010-8150-0-5816-00-0000-8200-000000-009-0550	588.39
				Sub total:	588.39
29 29053835		04/29/2025	DEMCO		
	PO520452		Library Supplies	010-1100-0-4310-00-0000-2420-000000-006-0103	426.23
				Sub total:	426.23
29 29053836		04/29/2025	DEPT OF JUSTICE		
	PO510185		DEPT OF JUSTICE - FP 24-25	010-0000-0-5838-00-0000-7400-000000-009-0400	437.00
				Sub total:	437.00
29 29053837		04/29/2025	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 29053838		04/29/2025	EPS OPERATIONS LLC		
	PO520456		Spire for Castro Elemenatry	010-0001-0-4310-00-1110-1000-000000-003-0214	4,798.25
				Sub total:	4,798.25
29 29053839		04/29/2025	FIRST STUDENT INC		
	PO520461		CHARTER BUS	010-0000-0-5805-00-1110-1000-000000-016-0102	1,476.47
				Sub total:	1,476.47

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053840	04/29/2025	FOLLETT CONTENT SOLUTIONS LLC		
	PO520482		Books for GR Library	010-1100-0-4211-00-0000-2420-000000-014-0103	1,042.14
				Sub total:	1,042.14
29	29053841	04/29/2025	GREENESPORT ASSOCIATION		
	PO510060		Referee services for athletics	010-9512-0-5830-00-1110-4200-000000-011-0237	1,260.00
	PO510060		Referee services for athletics	010-9512-0-5830-00-1110-4200-000000-011-0237	1,767.50
	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	2,100.00
				Sub total:	6,667.50
29	29053842	04/29/2025	HEANEY VIOLINS		
	PO510031		InstrumentMaint.Supplies 24/25	010-9131-0-5670-00-1110-1000-000000-011-0131	266.32
				Sub total:	266.32
29	29053843	04/29/2025	HOPSKIPDRIVE INC		
	PO510302		Transportation - McK-V	010-3010-0-5808-00-0000-3600-000000-009-0252	4,604.04
				Sub total:	4,604.04
29	29053844	04/29/2025	CHAMBER OF COMMERCE		
	PO540146		Membership renewal	010-0000-0-5300-00-0000-7100-000000-009-0600	1,000.00
				Sub total:	1,000.00
29	29053845	04/29/2025	MRC		
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-4310-00-0000-7550-000000-009-0504	164.21
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-004-0100	248.81
				Sub total:	413.02
29	29053846	04/29/2025	MYSTERY SCIENCE		
	PO520458		school membership	010-9130-0-9330-00-1110-1000-000000-015-0130	1,695.00
				Sub total:	1,695.00
29	29053847	04/29/2025	PEOPLEOLOGIE		
	PO520501		Art Worshops	010-0000-0-4310-00-1110-1000-000000-016-0101	500.00
	PO520501		Art Worshops	010-0000-0-5830-00-1110-1000-000000-016-0101	2,500.00
				Sub total:	3,000.00
29	29053848	04/29/2025	PITNEY BOWES GLOBAL		
	PO510197		Postage meter/Lease	010-0000-0-5610-00-0000-7550-000000-009-0504	47.24
				Sub total:	47.24
29	29053849	04/29/2025	RO HEALTH INC		
	PO510207		MVWSD+ aide personnel	010-2600-0-5830-00-1110-1000-000000-009-0219	10,226.67
	PO510207		MVWSD+ aide personnel	010-2600-0-5830-00-1110-1000-000000-009-0219	9,457.58
	PO510207		MVWSD+ aide personnel	010-2600-0-5830-00-1110-1000-000000-009-0219	8,019.48
	PO510207		MVWSD+ aide personnel	010-2600-0-5830-00-1110-1000-000000-009-0219	9,087.66
				Sub total:	36,791.39
29	29053850	04/29/2025	SANTA CLARA COE		
	PO520378		Paraprofessional Training Bubb	010-0001-0-5830-00-1110-1000-000000-002-0214	2,700.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO520378		Paraprofessional Training Bubb	010-9120-0-5830-00-1110-1000-000000-002-0120	2,700.00
				Sub total:	5,400.00
29	29053851	04/29/2025	SAVE NATURE.ORG		
	PO520503		2nd grade Insect Lab	010-1100-0-5830-00-1110-1000-000000-007-0100	670.00
				Sub total:	670.00
29	29053852	04/29/2025	SOUTHWEST SCHOOL SUPPLY		
	PO510001		Classroom supplies	010-1100-0-4310-00-1110-1000-000000-002-0100	502.77
				Sub total:	502.77
29	29053853	04/29/2025	STICKERS STICKERS INC		
	PO520434		Open House	010-1100-0-4310-00-0000-2700-000000-004-0100	562.40
				Sub total:	562.40
29	29053854	04/29/2025	UNITED RENTALS		
	PO520468		Scissor Lift for MOT	010-8150-0-6410-00-0000-8110-000000-009-0550	9,850.00
				Sub total:	9,850.00
29	29053855	04/29/2025	VARSITY YEARBOOK		
	PO520056		Yearbooks 2024-2025	010-9120-0-4310-00-1110-1000-000000-011-0120	11,768.04
	PO520056		Yearbooks 2024-2025	010-9120-0-4310-00-1110-1000-000000-011-0120	1,073.83
	PO520056		Yearbooks 2024-2025	010-9120-0-9512-00-0000-0000-000000-000-0000	1,073.83-
				Sub total:	11,768.04
29	29053856	04/29/2025	WEST VALLEY MUSIC		
	PO510036		BandSuppliesInstrumentRepairs	010-9131-0-5670-00-1110-1000-000000-011-0131	45.00
	PO510036		BandSuppliesInstrumentRepairs	010-9131-0-5670-00-1110-1000-000000-011-0131	95.46
	PO510036		BandSuppliesInstrumentRepairs	010-9131-0-5670-00-1110-1000-000000-011-0131	49.37
	PO510036		BandSuppliesInstrumentRepairs	010-9131-0-5670-00-1110-1000-000000-011-0131	100.00
	PO520457		Replacement Parts - Orchestra	010-9512-0-4310-00-1110-1000-000000-014-0243	518.34
	PO520457		Replacement Parts - Orchestra	010-9512-0-4404-00-1110-1000-000000-014-0243	2,171.59
				Sub total:	2,979.76
29	29053857	04/30/2025	BONAMI BAKING COMPANY INC		
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	713.00
				Sub total:	713.00
29	29053858	04/30/2025	CRYSTAL CREAMERY INC		
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	667.80
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	1,335.60
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	501.06
				Sub total:	2,504.46
29	29053859	04/30/2025	DANIELSEN COMPANY		
	PO510131		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	5,395.60
				Sub total:	5,395.60
29	29053860	04/30/2025	FIVE STAR RESTAURANT SERVICES		
	PO510111		REFRIG REPAIRS	130-5310-0-5670-00-0000-3700-000000-009-0540	1,658.00
				Sub total:	1,658.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29053861	04/30/2025	GOLD STAR FOODS		
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	261.38
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	2,024.70
				Sub total:	2,286.08
29	29053862	04/30/2025	IMPERIAL DADE WEST COAST		
	PO510133		PAPER ITEMS	130-5310-0-4390-00-0000-3700-000000-009-0540	2,284.53
				Sub total:	2,284.53
29	29053863	04/30/2025	OLIVER PACKAGING & EQUIPMENT		
	PO510113		FOOD TRAYS AND SEALER	130-5310-0-4390-00-0000-3700-000000-009-0540	6,661.87
				Sub total:	6,661.87
29	29053864	04/30/2025	PACIFIC PRODUCE		
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	641.40
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	412.79
				Sub total:	1,054.19
29	29053865	04/30/2025	SYSCO- SAN FRANCISCO		
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	2,434.94
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	3,221.22
				Sub total:	5,656.16
29	98075352	04/01/2025	RAPTOR TECHNOLOGIES LLC		
	PO520451		Supplies	010-1100-0-4310-00-0000-2700-000000-006-0100	114.58
				Sub total:	114.58
29	98075431	04/03/2025	VESTIS		
	PO510114		TOWEL & APRON SERVICE	130-5310-0-5830-00-0000-3700-000000-009-0540	283.16
				Sub total:	283.16
29	98075432	04/03/2025	NILES BIOLOGICAL INC.		
	PO510011		Live specimens etc for science	010-6300-0-4310-00-1110-1000-000000-009-0205	376.97
				Sub total:	376.97
29	98075433	04/03/2025	FOSTER BROTHERS SECURITY		
	PO510088		Keys & Locks	010-8150-0-4380-00-0000-8200-000000-009-0550	25.97
	PO510088		Keys & Locks	010-8150-0-4380-00-0000-8200-000000-009-0550	38.19
				Sub total:	64.16
29	98075434	04/03/2025	GRAINGER		
	PO510084		Parts & Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	399.40
				Sub total:	399.40
29	98075435	04/03/2025	RED CLOUD INC		
	PO520275		Emergency Radios	010-0000-0-4410-00-0000-3600-000000-009-0560	4,615.99
				Sub total:	4,615.99
29	98075436	04/03/2025	TAG AMS INC		
	PO510078		Physicals and Drug Testing	010-0000-0-5876-00-0000-3600-000000-009-0560	95.00
				Sub total:	95.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	98075507	04/07/2025	SONOVA USA INC		
	PO510045		DHH Device repairs	010-6500-0-5608-00-5767-1110-000000-009-0350	188.99
				Sub total:	188.99
29	98075508	04/07/2025	VESTIS		
	PO510114		TOWEL & APRON SERVICE	130-5310-0-5830-00-0000-3700-000000-009-0540	283.16
				Sub total:	283.16
29	98075536	04/08/2025	TESTING ENGINEERS INC		
	PO530034		DSA INSPECTION PARK RESTROOM	212-9703-0-6265-00-0000-8500-000000-003-0738	791.50
	PO530034		DSA INSPECTION PARK RESTROOM	212-9703-0-6265-00-0000-8500-000000-004-0738	1,763.00
	PO530034		DSA INSPECTION PARK RESTROOM	212-9703-0-6265-00-0000-8500-000000-005-0738	2,001.00
	PO530034		DSA INSPECTION PARK RESTROOM	212-9703-0-6265-00-0000-8500-000000-016-0738	791.50
				Sub total:	5,347.00
29	98075650	04/11/2025	NILES BIOLOGICAL INC.		
	PO510011		Live specimens etc for science	010-6300-0-4310-00-1110-1000-000000-009-0205	62.21
	PO510011		Live specimens etc for science	010-6300-0-4310-00-1110-1000-000000-009-0205	5.68
	PO510011		Live specimens etc for science	010-6300-0-9512-00-0000-0000-000000-000-0000	5.68-
				Sub total:	62.21
29	98075877	04/21/2025	ATTAINMENT COMPANY INC		
	PO520471		Low incident purchase	010-6500-0-4310-00-5767-1110-000000-009-0350	158.64
				Sub total:	158.64
29	98075890	04/22/2025	VESTIS		
	PO510114		TOWEL & APRON SERVICE	130-5310-0-5830-00-0000-3700-000000-009-0540	283.16
				Sub total:	283.16
29	98076055	04/28/2025	VESTIS		
	PO510114		TOWEL & APRON SERVICE	130-5310-0-5830-00-0000-3700-000000-009-0540	283.16
				Sub total:	283.16
29	98076056	04/28/2025	FOSTER BROTHERS SECURITY		
	PO510088		Keys & Locks	010-8150-0-4380-00-0000-8200-000000-009-0550	9.82
				Sub total:	9.82
29	98076057	04/28/2025	GRAINGER		
	PO510084		Parts & Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	73.62
				Sub total:	73.62
29	98076095	04/29/2025	SCHOLASTIC INC		
	PO520477		TK Book bag event	010-1100-0-4210-00-1110-1000-000000-009-0205	3,391.16
				Sub total:	3,391.16

Total Warrants Issued:	3,786,567.06
Total Warrants Canceled:	50,669.90
Total Warrants (Issued - Canceled):	3,735,897.16

District?	29
Effective Year?	Not specified
Effective QTR?	Not specified
Compute Totals Rule?	N/A
Record Type?	All record types
Cancel Option?	Exclude canceled warrants
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
6355834.96	15306.06	2012773.28	6148204.83	1407979.80	641609.05	434206.55	139752.34

TAX-GROSS-FD	IMP-GROSS-FD	OASDI	MEDI	SDI	SIT	STRS-TS	PERS-TS
5350546.49	0.00	124791.94	89149.05	16895.75	255967.38	434206.55	139752.34

NTX-GROSS	TSA	DED	CAR	SURV-BEN	EIC	GLI (8999)	NET
210774.47	220555.11	633911.04	0.00	0.00	0.00	363.90	3798996.75

TAX-GROSS-ST	IMP-GROSS-ST	OASDI-EMPR	MEDI-EMPR	STRS-EMPR	PERS-EMPR
5350546.49	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: April 30, 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 $ 6,327,445.19 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: 4/23/2025

Revised 09/01/2018

PAYNAME: EOM PAY DATE: 04/30/2025 END DATE: 04/30/2025
Lock Enabled on Payname. By: A708 Date: 04/24 Time: 12:21

PAYROLL DATA YEAR: 2025
PAY NAME: EOM

RUN TYPE: PRE-LIST

DATE PAID: 04/30/2025

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	04/30/2025	10	NO	12	12	NO	01 02 11 12 05
EOMSUP	MO	SUP	PAY	04/30/2025	10	NO	12	12	NO	01 02 11 12 99 98
E10B06	MO	REG	PAY	04/30/2025	10	NO	10	10	NO	01 02 11 12
E10B07	MO	REG	PAY	04/30/2025	10	NO	10	10	NO	01 02 11 12
E11B06	MO	REG	PAY	04/30/2025	10	NO	11	11	NO	01 02 11 12
E11B07	MO	REG	PAY	04/30/2025	10	NO	11	11	NO	01 02 11 12
E11B08	MO	REG	PAY	04/30/2025	10	NO	11	11	NO	01 02 11 12
E10R06	MO	REG	PAY	04/30/2025	10	NO	10	10	NO	01 02 11 12
E10R07	MO	REG	PAY	04/30/2025	10	NO	10	10	NO	01 02 11 12
E11R06	MO	REG	PAY	04/30/2025	10	NO	11	11	NO	01 02 11
E11R07	MO	REG	PAY	04/30/2025	10	NO	11	11	NO	01 02 11 12
E11R08	MO	REG	PAY	04/30/2025	10	NO	11	11	NO	01 02 11 12
E10NB7	MO	REG	PAY	04/30/2025	10	NO	10	10	NO	01 02 11 12
E11NB7	MO	REG	PAY	04/30/2025	10	NO	11	11	NO	01 02 11 12 05
E09R06	MO	REG	PAY	04/30/2025	10	NO	09	09	NO	01 02 11 12
E09B06	MO	REG	PAY	04/30/2025	10	NO	09	09	NO	01 02 11 12
E10NB6	MO	REG	PAY	04/30/2025	10	NO	10	10	NO	01 02 11 12

PAYNAME: EOM DISTRICT TOTALS PAY DATE: 04/30/2025 END DATE: 04/30/2025

Lock Enabled on Payname. By: A708 Date: 04/24 Time: 12:21

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

RECEIVING WARRANTS	68	GETTING PAID FIRST TIME	11		
APD TO CU	0	TERMINATED GETTING PAID	1	RET SYSTEM 1/3 OPTION: P	%0.000
APD TO CHECKING	695	STARTING APD CHECKING NEXT MONTH	9	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	6,035,714.94	NML	12,342.40	NML	0.00	NML	12,342.40	NML	6,048,057.34
ADJ	-107,858.31	ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	-107,858.31
ADJ NML	5,927,856.63*	ADJ NML	12,342.40*	ADJ NML	0.00*	ADJ NML	12,342.40*	ADJ NML	5,940,199.03*
MISC	14,034.24	MISC	0.00	MISC	0.00	MISC	0.00	MISC	14,034.24
HR	0.00	HR	0.00	HR	127,203.41	HR	127,203.41	HR	127,203.41
SUB	0.00	SUB	68,700.00	SUB	10,660.00	SUB	79,360.00	SUB	79,360.00
ARR	-263.94	ARR	0.00	ARR	27,406.01	ARR	27,406.01	ARR	27,142.07
DEGN	72,122.27	DEGN	0.00	DEGN	0.00	DEGN	0.00	DEGN	72,122.27
CREN	9,294.96	CREN	0.00	CREN	0.00	CREN	0.00	CREN	9,294.96
LOGN	14,283.43	LOGN	0.00	LOGN	0.00	LOGN	0.00	LOGN	14,283.43
1522	0.00	1522	250.00	1522	875.07	1522	1,125.07	1522	1,125.07
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	3,961.19	CELL	0.00	CELL	0.00	CELL	0.00	CELL	3,961.19
CCH	8,000.00	CCH	0.00	CCH	0.00	CCH	0.00	CCH	8,000.00
EDIN	2,922.46	EDIN	0.00	EDIN	0.00	EDIN	0.00	EDIN	2,922.46
TRV	1,851.79	TRV	0.00	TRV	0.00	TRV	0.00	TRV	1,851.79
SPC	2,259.17	SPC	0.00	SPC	0.00	SPC	0.00	SPC	2,259.17
DLY	0.00	DLY	3,000.00	DLY	0.00	DLY	3,000.00	DLY	3,000.00
NTX	6,822.01	NTX	0.00	NTX	0.00	NTX	0.00	NTX	6,822.01
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

PAYNAME: EOM DISTRICT TOTALS PAY DATE: 04/30/2025 END DATE: 04/30/2025
Lock Enabled on Payname. By: A708 Date: 04/24 Time: 12:21

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	15,306.06	OT	15,306.06	OT	15,306.06
TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	15,306.06*	TOTAL OT	15,306.06*	TOTAL OT	15,306.06*
NON-NML	133,845.61*	NON-NML	71,950.00*	NON-NML	181,450.55*	NON-NML	253,400.55*	NON-NML	387,246.16*
TOTAL	6,061,702.24**	TOTAL	84,292.40**	TOTAL	181,450.55**	TOTAL	265,742.95**	TOTAL	6,327,445.19**

TOTAL NUMBER HOURS WORKED: 5172.50 TOTAL NUMBER DAYS WORKED: 279.00

GROSS	FED IMP GROSS	NTX GROSS	TSA	RET-TS	FED TAX GROSS	FIT	AFIT
6,327,445.19	0.00	210,999.19	220,555.11	571,112.14	5,324,778.75	605,570.94	29,564.59

SIT	ASIT	OASDI GROSS	OASDI	MEDI GROSS	MEDICARE	DEF-MEDI GROSS	DEF-MEDI
246,972.93	6,454.20	2,011,752.62	124,728.66	6,117,184.17	88,699.25	0.00	0.00

SURV-BEN	SDI	EIC	STRS SUBJ	STRS	PERS SUBJ	PERS	DED
0.00	16,915.07	0.00	4,215,860.95	431,131.55	1,820,825.68	139,980.59	642,584.10

NET	ADJ (+)	ADJ (-)	OASDI EMPR	MEDI EMPR	STRS EMPR	PERS EMPR	
3,774,288.20	4,900.01	116,521.55	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	5,324,778.75	214,170.62	216,960.93	0.00	39,798.24	100,182.35	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
2,089,831.70	2,126,029.25	0.00	568,546.27	1,252,279.41	0.00	1,668.35	133.47

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: April 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 $ 28,389.77 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: 4/4/2025

Revised 09/01/2018

PAYNAME: TENTH PAY DATE: 04/10/2025 END DATE: 03/31/2025
Lock Enabled on Payname. By: A708 Date: 04/04 Time: 10:31

PAYROLL DATA YEAR: 2025
PAY NAME: TENTH

RUN TYPE: PRE-LIST

DATE PAID: 04/10/2025

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	03/31/2025	09	NO	12	12	NO	01 02 11 12 05
TENSUP	MO	SUP	PAY	03/31/2025	09	NO	12	12	NO	01 02 11 12 05 98 99
T11R07	AN	REG	PAY	03/31/2025	09	NO	11	11	NO	01 02 11 12
T10B06	MO	REG	PAY	03/31/2025	09	NO	10	10	NO	01 02 11 12 98 99
T10R06	MO	REG	PAY	03/31/2025	09	NO	10	10	NO	01 02 11 12
T10SUP	MO	SUP	PAY	03/31/2025	09	NO	10	10	NO	01 02 11 12 98 99
T11B07	MO	REG	PAY	03/31/2025	09	NO	11	11	NO	01 02 11 12 98 99
T10B07	MO	REG	PAY	03/31/2025	09	NO	10	10	NO	01 02 11 12 98 99
T10R07	MO	REG	PAY	03/31/2025	09	NO	10	10	NO	01 02 11 12 98 99

PAYNAME: TENTH DISTRICT TOTALS PAY DATE: 04/10/2025 END DATE: 03/31/2025

Lock Enabled on Payname. By: A708 Date: 04/04 Time: 10:31

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

RECEIVING WARRANTS	2	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	6				

PAYROLL TOTALS

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
NML	7,968.99	NML	0.00	NML	0.00	NML	0.00	NML	7,968.99
ADJ	-2,291.61	ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	-2,291.61
ADJ NML	5,677.38*	ADJ NML	0.00*	ADJ NML	0.00*	ADJ NML	0.00*	ADJ NML	5,677.38*
DLY	0.00	DLY	30,000.00	DLY	0.00	DLY	30,000.00	DLY	30,000.00
DCKN	-7,287.61	DCKN	0.00	DCKN	0.00	DCKN	0.00	DCKN	-7,287.61
TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*
NON-NML	-7,287.61*	NON-NML	30,000.00*	NON-NML	0.00*	NON-NML	30,000.00*	NON-NML	22,712.39*
TOTAL	-1,610.23**	TOTAL	30,000.00**	TOTAL	0.00**	TOTAL	30,000.00**	TOTAL	28,389.77**

TOTAL NUMBER HOURS WORKED: 0.00 TOTAL NUMBER DAYS WORKED: 20.00

GROSS	FED IMP GROSS	NTX GROSS	TSA	RET-TS	FED TAX GROSS	FIT	AFIT
28,389.77	0.00	224.72-	0.00	2,846.75	25,767.74	6,448.52	25.00

SIT	ASIT	OASDI GROSS	OASDI	MEDI GROSS	MEDICARE	DEF-MEDI GROSS	DEF-MEDI
2,390.25	150.00	1,020.66	63.28	31,020.66	449.80	0.00	0.00

SURV-BEN	SDI	EIC	STRS SUBJ	STRS	PERS SUBJ	PERS	DED
0.00	19.32-	0.00	30,000.00	3,075.00	2,853.24-	228.25-	8,673.06-

NET	ADJ (+)	ADJ (-)	OASDI EMPR	MEDI EMPR	STRS EMPR	PERS EMPR	
24,708.55	0.00	2,291.61	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	25,767.74	3,075.00	0.00	0.00	0.00	228.25-	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
30,000.00	0.00	0.00	0.00	2,853.24-	0.00	0.00	0.00

PO Change Orders Report -- Meeting of Board of Trustees May 8, 2025

Vendor Name	Purchase Order (PO) #	PO Previous Total	PO Increase Amount	PO New Total	Reason for Change Order	Department Head Approval	Date Entered
Amazon Capital Services	520464	$2,356.99	$320.00	$2,676.99	To purchase additional supplies.	Meghan Jinguji	4/18/2025
TriMark USA, Inc	520497	$247,308.62	$629.74	$247,938.36	Add sales tax to freight (shipping and handling) charges per vendor.	Deborah Austin	4/17/2025
WorldStrides	520467	$14,077.13	$1,300.00	$15,377.13	Adjustment for estimates of students attending and meals needed for the 8th grade trip to Great America.	Sebastian Benavidez III	4/23/2025
Los Altos School District	510153	$66,587.28	$5,778.48	$72,365.48	The contract with Los Altos School District for a DHH Special Education Teacher quoted an estimated cost for the 24/25 school year. The actual cost came in at a higher rate.	Frank Selvaggio	4/24/25
Office Depot	510219	$2,000.00	$2,200.00	$4,200.00	Request to add funds to the office depot account for Theuerkauf.	Margaret Poor	4/24/25
Five Star	510111	$20,000.00	$5,000.00	$25,000.00	Additional funds requested for repairs	Deborah Austin	4/28/25
Oliver Packaging and Equipment	510113	$22,000.00	$5,000.00	$27,000.00	Additional funds requested for supplies	Deborah Austin	4/28/25
Home Depot Supply (HD Supply)	510087	$75,000.00	$37,500.00	$112,500.00	MOT requests additional funds for custodial supplies	Dalewyn Spinks	4/29/25
Amazon Capital Services	510181	$6,000.00	$2,000.00	$8,000.00	Purchasing classroom/student school supplies for Imai	Arline Siam	4/29/25
Office Depot	510182	$6,000.00	$1,500.00	$7,500.00	Purchasing classroom/student school supplies for Imai	Arline Siam	4/30/25

Board PO report 04/16/2025 - 05/20/2025

Report title: Board PO report

Date printed range: 04/16/2025 - 05/20/2025
Sort by: PO #
PO type: BD BL PO

Board PO report 04/16/2025 - 05/20/2025

PO Num	Order Date	Vendor Name / Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Order Description	Encumbered
BL510311	04/24/2025	AMAZON CAPITAL SERVICES	Health and Wellness purchases	5,000.00
		010-0000-0-4310-00-0000-2110-000000-009-0229	5,000.00	
BL510312	04/24/2025	AT&T MOBILITY	Work Cell Phone for BTB/ELOP	2,490.00
		010-2600-0-5932-00-1110-1000-000000-009-0234	990.00	
		010-6010-0-5932-00-1110-1000-000000-003-0234	300.00	
		010-6010-0-5932-00-1110-1000-000000-005-0234	300.00	
		010-6010-0-5932-00-1110-1000-000000-006-0234	300.00	
		010-6010-0-5932-00-1110-1000-000000-008-0234	300.00	
		010-6010-0-5932-00-1110-1000-000000-011-0234	300.00	
BL510313	04/29/2025	EINSTEIN TUTORING LLC	Home and Hospital Tutoring	40,000.00
		010-6500-0-5830-00-5760-1110-000000-009-0351	40,000.00	
PO520470	04/18/2025	AMAZON CAPITAL SERVICES	Heat Press for Design Thinking	376.28
		010-9201-0-4310-00-1110-1000-000000-014-0901	376.28	
PO520506	04/22/2025	MYSTERY SCIENCE INC.	25-26 Mystery Science	1,099.00
		010-0001-0-9330-00-1110-1000-000000-003-0214	1,099.00	
PO520507	04/22/2025	DOMINGUEZ, JOSE A	SLS BB - Parent U catering	589.28
		010-9552-0-5830-00-0000-2495-000000-002-0302	589.28	
PO520508	04/22/2025	MAD SCIENCE OF THE BAY AREA	SLS LN - Science Night	3,200.00
		010-9552-0-5830-00-0000-2495-000000-005-0302	3,200.00	
PO520509	04/22/2025	SILICON VALLEY EDUCATION FOUND	Elevate Math - Summer 2025	60,000.00
		010-2600-0-9330-00-1110-1000-000000-009-0217	60,000.00	
PO520510	04/22/2025	STATHIS, ROBERTA	ELD Materials	5,000.00
		010-4203-0-4310-00-1110-1000-000000-009-0311	5,000.00	
PO520511	04/24/2025	E3 HCI AUDIOMETRICS	AUDIOMETRY EQPMT CALIBRATION	1,225.00
		010-0000-0-5830-00-0000-7400-000000-009-0400	1,225.00	
PO520512	04/24/2025	KELLY SPICERS INC	Paper for CMS use	444.00
		010-1100-0-4310-00-1110-1000-000000-011-0100	444.00	
PO520513	04/24/2025	BOOKS INC	LIBRARY BOOKS	585.75
		010-1100-0-4211-00-0000-2420-000000-015-0103	585.75	
PO520514	04/24/2025	RAPTOR TECHNOLOGIES LLC	Raptor Visitor Badge Labels	580.17
		010-1100-0-4310-00-0000-2700-000000-008-0100	580.17	
PO520515	04/24/2025	PHONAK INC	Roger Receivers for SPED	733.29
		010-6500-0-4310-00-5761-1110-000000-009-0350	733.29	
PO520516	04/24/2025	AMAZON CAPITAL SERVICES	Laminator for SPED Preschool	652.37
		010-6500-0-4410-00-5730-1110-000000-009-0350	652.37	

Board PO report 04/16/2025 - 05/20/2025

PO Num	Order Date	Vendor Name / Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Order Description	Encumbered
PO520517	04/24/2025	HEDGEHOG SPEECH THERAPY INC	IEE Evaluation	2,100.00
		010-6500-0-5830-00-5760-1110-000000-009-0350	2,100.00	
PO520518	04/24/2025	ADRIAN SAN MILLAN SCHOOL	IEE evaluation	3,000.00
		010-6500-0-5830-00-5760-1180-000000-009-0381	3,000.00	
PO520519	04/24/2025	LITTLE BEE SPEECH CO	Membership Speech App	1,199.90
		120-6105-0-5846-00-0001-1000-000000-009-0275	1,199.90	
PO520520	04/28/2025	NAME TAG INC	Name tag for Supt	30.47
		010-0000-0-4310-00-0000-7100-000000-009-0600	30.47	
PO520521	04/28/2025	AMAZON CAPITAL SERVICES	Amazon items for Counselors	144.44
		010-9130-0-4310-00-1110-1000-000000-011-0130	144.44	
PO520522	04/28/2025	AMAZON CAPITAL SERVICES	Parent/teacher Communications	497.32
		010-9130-0-4310-00-1110-1000-000000-011-0130	497.32	
PO520523	04/28/2025	SANTA CLARA COE	Workshop for Coaches	3,850.00
		010-0000-0-5250-00-1110-1000-000000-009-0204	3,850.00	
PO520524	04/28/2025	APPLE INC	Application for iPad	327.36
		010-6500-0-4310-00-5767-1110-000000-009-0350	327.36	
PO520525	04/28/2025	OTICON INC	Microphone Sys for hearing aid	696.57
		010-6500-0-4310-00-5767-1110-000000-009-0350	696.57	
PO520526	04/28/2025	WOODBURN PRESS LLC	Parent & student education res	3,463.31
		010-0001-0-4310-00-1110-1000-000000-003-0214	3,463.31	
PO520527	04/28/2025	AMAZON CAPITAL SERVICES	SLS DO - Mck-V attendance	1,500.00
		010-9552-0-4310-00-0000-2495-000000-009-0302	1,500.00	
PO520528	04/28/2025	PROJECT ERGONOMICS	DO office cubicle chairs	4,021.21
		010-0000-0-4402-00-0000-8200-000000-009-0550	4,021.21	
PO520529	04/28/2025	SANTA CLARA COUNTY OFFICE OF	Multisensory/Phonics training	1,400.00
		010-0001-0-5260-00-1110-1000-000000-005-0214	1,400.00	
PO520530	04/28/2025	SALINAS TRANSPORT LLC	Emissions Testing for Buses	1,800.00
		010-0000-0-5670-00-0000-3600-000000-009-0560	1,800.00	
PO520531	04/28/2025	ART OF PROBLEM SOLVING	Student License for AoPS BA	859.36
		010-1100-0-5846-00-1110-1000-000000-007-0100	859.36	
PO520532	04/28/2025	READ TO THEM INC	SLS ML - Reading program	2,798.24
		010-0001-0-4310-00-1110-1000-000000-006-0214	529.53	
		010-9552-0-4310-00-0000-2495-000000-006-0302	2,268.71	

Board PO report 04/16/2025 - 05/20/2025

PO Num	Order Date	Vendor Name / Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Order Description	Encumbered
PO520533	04/29/2025	BAILEY FENCE COMPANY INC 010-8150-0-5670-00-0000-8110-000000-009-0550	Fence Repair at ML 7,967.00	7,967.00
PO520534	04/29/2025	JOSE VALDES MATH FOUNDATION 010-2600-0-9330-00-1110-1000-000000-009-0217	Summer 2025 - Math Pgm 27,000.00	27,000.00
PO520535	04/29/2025	JUST RIGHT READER INC 010-0001-0-4310-00-1110-1000-000000-007-0214	K/1st/2nd Deluxe Libraries 16,403.51	16,403.51
PO520536	04/29/2025	FOLLETT SOFTWARE LLC 010-9590-0-5846-00-0000-2420-000000-009-0580	Destiny-Library System Renewal 8,707.32	8,707.32
PO520537	04/29/2025	NatureBRIDGE 010-0000-0-9330-00-1110-1000-000000-011-0226	Trip to Yosemite 25-26 Deposit 43,732.50	43,732.50
PO520538	05/02/2025	CDE 120-6105-0-9590-00-0000-0000-000000-000-0000	Determination of Overpayemnt 156,181.00	156,181.00
PO520539	05/02/2025	CDW Government 010-9590-0-4310-00-1110-1000-000000-009-0570	Replenishment of phones 6,001.88	6,001.88
PO520540	05/02/2025	REED CHARITABLE FOUNDATION 010-0000-0-5200-00-1110-1000-000000-009-0204	Workshop/Training 600.00	600.00
PO520541	05/02/2025	CUPERTINO UNIFIED SCHOOL DIST 010-0000-0-5805-00-1110-1000-000000-009-0224	EV field trip transportation 709.13	709.13
PO520542	05/02/2025	AMAZON CAPITAL SERVICES 010-0001-0-4310-00-1110-1000-000000-008-0214	For SED or English Learners 570.51	570.51
PO520543	05/02/2025	CAMPBELL UNION SCHOOL DISTRICT 010-0000-0-5805-00-1110-1000-000000-005-0102	bus transportation for FT 890.73	890.73
PO520544	05/02/2025	CAMPBELL UNION SCHOOL DISTRICT 010-0000-0-5805-00-1110-1000-000000-005-0102	Bus Transportation for FT 1,574.66	1,574.66
PO520545	05/02/2025	4IMPRINT INC 010-0000-0-4310-00-0000-2700-000000-004-0101	Staff Appreciation Week Items 1,297.12	1,297.12
PO520546	05/02/2025	CUSTOMINK LLC 120-5210-0-4310-00-0001-1000-000000-009-0275	Stickers to label books 556.54	556.54
PO520547	05/02/2025	B43PRODUCTIONS 010-0000-0-5830-00-0000-7100-000000-009-0620	Marketing School Videos 1,000.00	1,000.00
PO520548	05/02/2025	SOCIAL AND ENVIRONMENTAL 010-0001-0-4310-00-1110-1000-000000-008-0214	After School Math Games/Fluenc 1,631.42	1,631.42

Board PO report 04/16/2025 - 05/20/2025

PO Num	Order Date	Vendor Name / Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Order Description	Encumbered
PO520549	05/02/2025	HOME DEPOT	Soil for Planter Boxes	143.80
		120-6105-0-4310-00-0001-1000-000000-009-0275	143.80	
PO520550	05/02/2025	SANTA CLARA COUNTY OFFICE OF	Multisensory/Phonics training	700.00
		010-0001-0-5260-00-1110-1000-000000-005-0214	700.00	
PO520551	05/02/2025	AMAZON CAPITAL SERVICES	LIBRARY BOOKS	606.44
		010-1100-0-4310-00-0000-2420-000000-015-0103	606.44	
PO520552	05/02/2025	BULK BOOKSTORE	SED or English Learners	2,797.42
		010-0001-0-4310-00-1110-1000-000000-008-0214	2,797.42	
PO520553	05/02/2025	HAPPY HOLLOW PARK AND ZOO	Grade Level Assembly	325.00
		010-9130-0-4369-00-1110-1000-000000-005-0130	325.00	
PO520554	05/02/2025	SCHOLASTIC INC	SED or English Learners	3,960.15
		010-0001-0-4310-00-1110-1000-000000-008-0214	3,960.15	
PO520555	05/02/2025	HAPPY HOLLOW PARK AND ZOO	Happy Hollow Field Trip Admn	1,200.00
		010-9130-0-4369-00-1110-1000-000000-005-0130	1,200.00	
PO520556	05/02/2025	STEWART SIGNS	Replacement panels (3) VA sign	928.52
		010-9590-0-4310-00-1110-1000-000000-009-0570	928.52	
PO520557	05/14/2025	HAPPY HOLLOW PARK AND ZOO	Kinder Field Trip	756.00
		010-1100-0-4369-00-1110-1000-000000-007-0100	756.00	
PO520558	05/14/2025	CRESS MANUFACTURING COMPANY	Stevenson Kiln	4,880.60
		010-8150-0-4410-00-0000-8110-000000-009-0550	4,880.60	
PO520559	05/14/2025	PITNEY BOWES INC	Postage machine ink cartridge	301.80
		010-0000-0-4310-00-0000-7100-000000-009-0600	301.80	
PO520560	05/14/2025	VENTRIS LEARNING LLC	Teacher Manuals	326.55
		010-1100-0-4310-00-1110-1000-000000-007-0100	326.55	
PO520561	05/20/2025	RESPONSIVE CLASSROOM	Responsive Classrooms Pro. Dev	2,610.00
		010-0001-0-5200-00-1110-1000-000000-006-0214	783.00	
		010-1100-0-5200-00-0000-2700-000000-006-0100	1,827.00	
PO520562	05/20/2025	APPLE INC	Apple device for SPED low Inci	363.02
		010-6500-0-4310-00-5767-1110-000000-009-0350	363.02	
PO520563	05/20/2025	APPLE INC	App for AAC device	327.36
		010-6500-0-5846-00-5767-1110-000000-009-0350	327.36	
PO520564	05/20/2025	KELSO'S CHOICE	Supplies for Behavioral Needs	411.59
		010-0001-0-4310-00-1110-1000-000000-006-0214	123.49	
		010-1100-0-4310-00-1110-1000-000000-006-0100	288.10	

Board PO report 04/16/2025 - 05/20/2025

PO Num	Order Date	Vendor Name / Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Order Description	Encumbered
PO520565	05/20/2025	APPLE INC	App for AAC device	163.68
		010-6500-0-5846-00-5767-1110-000000-009-0350	163.68	
PO520566	05/20/2025	APPLE INC	Apple device for SPED low Inci	363.02
		010-6500-0-4310-00-5767-1110-000000-009-0350	363.02	
PO520567	05/20/2025	FUN AND FUNCTION	Sensory/Calming Supplies	3,513.98
		010-0001-0-4310-00-1110-1000-000000-006-0214	2,342.76	
		010-1100-0-4310-00-1110-1000-000000-006-0100	1,171.22	
PO520568	05/20/2025	SIMPLY SABOR	SLS CA - 5th Gr. Promotion	1,636.88
		010-9552-0-4310-00-0000-2495-000000-003-0302	1,636.88	
PO520569	05/20/2025	AMAZON CAPITAL SERVICES	SLS CA - HealthAndWellnessFair	600.19
		010-9552-0-4310-00-0000-2495-000000-003-0302	600.19	
PO520570	05/20/2025	SCHED LLC	Launch Plan Subscription	540.00
		010-9590-0-5846-00-0000-2140-000000-009-0570	540.00	
PO520571	05/20/2025	MOO	Business Cards	221.73
		010-0000-0-4310-00-0000-7100-000000-009-0600	221.73	
BD530041	04/23/2025	CIS INC	IOR VARGAS OUTDOOR LEARN PH2	14,375.00
		212-9702-0-6135-00-0000-8500-000000-007-0734	14,375.00	
BD530042	04/24/2025	ULINE	CABINET FOR MEDIA ARTS	2,217.36
		212-9703-0-4410-00-0000-8500-000000-011-0772	2,217.36	
BD530043	04/29/2025	DIVISION OF STATE ARCHITECT	WINDOW PROJECT FINAL DSA FEES	29,974.98
		212-9702-0-6255-00-0000-8500-000000-011-0735	29,974.98	
BD530044	05/05/2025	B & H PHOTO	CRITTENDEN LAB UPGRADE ORDER	3,408.37
		212-9703-0-4310-00-0000-8500-000000-011-0772	3,408.37	
BD530045	05/08/2025	R & H WHOLESALE SUPPLY INC	ADDL LOCKS - MONTA LOMA	20,614.14
		212-9703-0-6230-00-0000-8500-000000-006-0711	20,614.14	
BD530046	05/08/2025	R & H WHOLESALE SUPPLY INC	FENCING PROJECT AT MONTA LOMA	19,845.18
		212-9703-0-6138-00-0000-8500-000000-006-0731	19,845.18	
BD530047	05/19/2025	DIVISION OF STATE ARCHITECT	WINDOW PROJECT FINAL DSA FEES	2,037.03
		212-9702-0-6255-00-0000-8500-000000-004-0735	2,037.03	

Total of Purchase Orders Issued 544,636.43

Board PO report 2025-2026 04/01/2025 - 07/01/2025

Report title: Board PO report 2025-2026

Date printed range: 04/01/2025 - 07/01/2025
Sort by: PO #
PO type: BD BL PO

Board PO report 2025-2026 04/01/2025 - 07/01/2025

PO Num	Order Date	Vendor Name / Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Order Description	Encumbered
BL610000	05/09/2025	PACIFIC OFFICE AUTOMATION	Blanket PO Riso click charges	250.00
		010-1100-0-4310-00-1110-1000-000000-002-0100	250.00	
BL610001	05/09/2025	AMAZON CAPITAL SERVICES	Classroom Supplies for 2025-26	4,000.00
		010-1100-0-4310-00-1110-1000-000000-008-0100	4,000.00	
BL610002	05/09/2025	OFFICE DEPOT	Classroom Supplies for 2025-26	2,000.00
		010-1100-0-4310-00-1110-1000-000000-008-0100	2,000.00	
BL610003	05/09/2025	SOUTHWEST SCHOOL & OFFICE	FY 25-26 Classroom supplies	2,000.00
		010-1100-0-4310-00-1110-1000-000000-002-0100	2,000.00	
BL610004	05/19/2025	SOUTHWEST SCHOOL & OFFICE	2025-2026 School Year	2,500.00
		010-1100-0-4310-00-0000-2700-000000-007-0100	500.00	
		010-1100-0-4310-00-1110-1000-000000-007-0100	2,000.00	
BL610005	05/19/2025	FOLLETT SCHOOL SOLUTIONS INC	2025-2026 School Year	150.00
		010-1100-0-4211-00-0000-2420-000000-007-0103	150.00	
BL610006	05/19/2025	DEMCO	2025-2026 School Year	300.00
		010-1100-0-4310-00-0000-2700-000000-007-0100	300.00	
BL610007	05/19/2025	OFFICE DEPOT	2025 - 2026 Office Depot BL PO	2,000.00
		010-1100-0-4310-00-0000-2700-000000-003-0100	2,000.00	
PO620000	05/20/2025	FOLLETT SCHOOL SOLUTIONS INC	Better Together Books 2025	3,134.45
		010-1100-0-4310-00-1110-1000-000000-002-0100	3,134.45	
PO620001	05/20/2025	INSTITUTE FOR MULTI-SENSORY	Syllable Activity Center	126.59
		010-1100-0-4310-00-1110-1000-000000-008-0100	126.59	
PO620002	05/20/2025	FOLLETT SCHOOL SOLUTIONS INC	Better Together 25-26 Library	3,113.60
		010-1100-0-4211-00-0000-2420-000000-008-0103	3,113.60	

Total of Purchase Orders Issued 19,574.64

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Local Control Accountability Plan (LCAP)/Climate Survey Results Report

Estimated Time:

Person Responsible:
Cathy Baur
Associate Superintendent
Educational Services

Background:
Staff is presenting a report on the results of the annual spring 2025 LCAP/Climate Survey. Also included is the analysis report from Hanover Research who supports the annual survey.

Fiscal Implication:
None

Recommended Action:
None

ATTACHMENTS:

Description	Type	Upload Date
LCAP Climate Survey Report	Backup Material	5/21/2025
LCAP/Climate Survey Analysis	Backup Material	5/21/2025

LCAP/Climate Survey February 2025
Report to the Board of Trustees
May 29, 2025

MVWSD partners with Hanover Research to annually administer the Local Control Accountability Plan/Climate Survey to gather data and information from community partners. The survey is open to parents, certificated, classified, and hourly staff and students in grades 4-8. The survey focuses key areas including:

- Conditions of Learning
- Student Achievement and Educational Effectiveness
- 21st Century Skills/College and Career Readiness
- School Environment
- School and Parent Engagement

The survey was open for parents, staff and students from January 27, 2025 through February 14, 2025. The Survey was sent out in English and Spanish. This year the District will continue to implement changes made in spring 2024 which resulted in higher response rates. Last year's changes included:

Spring 2024
Parents and students received a unique link for the survey. One link per family and one link per student. Students took the survey during the school day. This allowed the District to encourage families that had not taken the survey to do so during the administration window and support sites with knowing which students still needed to complete the survey although survey administration dates impact response rates. Responses were confidential. This also eliminated more demographic questions that were able to pre-populate with District data. Parents with multiple children were asked to respond based on their experiences with their child with their birthday earliest in the calendar year.

The District received 3,192 total responses to the survey which is a decrease from 3,752 from 2024. The breakdown is as follows:

- Parents: 1,222 in 2025 which was a decrease from 1,288 in 2024
- Staff: 448 staff in 2025 which was a decrease of one respondent from 449 in 2024
- Students grades 4 - 8: 1,522 in 2025 which was a decrease from 2,015 in 2024

Parent and student response rates were lower than in 2024. Staff rates were the same. One-hundred thirty-three parents of students with Disabilities and 386 parents of students who qualified for Free or reduced price lunch took the Survey in spring 2025 compared to 127 parents of students with Disabilities and 392 parents of students who qualified for Free or reduced price lunch took the Survey in spring 2024. One-hundred forty-three parents of English Learners took the survey in spring 2025 as compared to 127 in spring 2024.

The majority of parent respondents had a student at Graham Middle School (15% in spring 2025 and 16% in spring 2024) and 62% reported only having one child in MVWSD.

Twenty-six percent of parent respondents identified as Hispanic/Latino, a decrease of 1 percentage point from 2024 and 30% of parent respondents identified as white, the same as 2024. Only 5% of respondents were from Castro Elementary School which was a decrease of 2 percentage points from 2024. Landels had the highest participation among elementary schools at 11%. Twelve percent of respondents were parents of English Learners (+2 percentage points from 2024) and 32% were parents (+2 percentage points from 2024) of students who are eligible for free or reduced lunch. Eleven percent were parents of students with disabilities (+1 percentage point from 2024).

The response rates by subgroup highlight the need for the District to continue to work to improve communication processes. This work is being done as a part of Strategic Plan 2027, Goal Area 3: Inclusive and Welcoming Culture. The work is also outlined in the Local Control Accountability Plan: Goal 3, Action 3 - Parent Engagement (Parent University) and Action 4 - Parent Communication. In the 2025-26 school year, work will continue on researching and piloting new communication platforms with the goal of ensuring families get the information they need in easily accessible ways.

Fifty-six percent of staff respondents were certificated teachers and 13% were instructional Assistants. Similar to parents, 15% of staff respondents work at Graham. Nineteen percent of respondents indicated that they primarily work in Special Education. The majority of student respondents were from the middle schools. Graham had the largest percentage of student respondents although only 606/852 students completed the survey (71%). Crittenden had 26% of student respondents with 521/618 students completing the survey (84%). Student response rates were significantly lower than in 2024. Even though students had a unique link for the survey and took the survey during the school day, the date of survey administration impacts the District and schools ability to capture a majority of students. If a school gives the survey close to the end of the window this limits the time for identifying and providing time for students to complete the survey. Staff will work with schools to improve response rates in 2025-26 and limit the impact on instructional time.

MVWSD has been partnering with Hanover Research to conduct the survey each year since 2016, with only minor changes to the survey each year. Hanover performs cross-tabulations of survey results across years (2016, 2017, 2018, 2019, 2020, 202, 2022, 2023, 2024 and 2025) and highlights statistically significant and meaningful differences across years. Additionally, Hanover provides an Executive Summary that includes key findings and analysis as well as supplemental data tables for the District and each individual school site. These data tables allow the staff to see response rates for all questions in the survey by year and by respondent group.

Key Findings

Listed below are the key findings from the Hanover Executive Summary. The entire summary document is attached for review.

CONDITIONS OF LEARNING

Parents generally have a positive view of MVWSD's learning conditions, though there is room for improvement in understanding non-academic supports for students. Most parents report that their child has access to instructional materials (66%) and that school facilities are well-maintained (86%). However, fewer parents understand the types of non-academic support available to their child (63%). Satisfaction with teachers among parents reports the highest satisfaction rating (79%). In contrast, only 63% are satisfied with the non-academic support their children receive, the lowest satisfaction rating across all learning conditions.

Students generally view their school positively, but perceptions of school cleanliness are notably lower than other areas. More than three-quarters of students agree their schools provide a good education (82%) and that adults at their school care about their success (73%). However, less than half agree that schools are clean (35%).

Staff believe that their fellow teachers care about student success. Most staff respondents agree that teachers care about students' success (98%), that students have access to necessary instructional materials (93%), and that students feel comfortable asking teachers questions (91%). However, staff least agree that students come to class prepared and ready to learn (64%), suggesting preparedness as a potential growth area.

STUDENT ACHIEVEMENT AND EDUCATIONAL EFFECTIVENESS

Parents generally feel that most students receive the support they need, but agreement levels are lower for high-performing students and students in Special Education. About three-quarters (74%) of parents agree that their student receives the resources and support they need, especially for ELL students (83%). Fewer than two-thirds agree that high-performing students (55%) and students in Special Education (62%) receive the necessary resources and support. Parents of ELL students perceive staff as more helpful compared to families in Special Education. For example, 85% of ELL parents find teachers very or extremely helpful, compared to 72% of Special Education parents. The discrepancy is larger for administrator helpfulness (80% for ELL parents versus 66% for Special Education parents).

Staff perceive professional development as less than satisfactory at both the school and district levels. Less than a third are very or completely satisfied with the district's professional development (32%), and less than half are satisfied with their school's professional development (44%). However, satisfaction with school-level professional development increased by 7 percentage points from last year.

Staff often receive feedback about their work. Over three-quarters of staff agree they receive an appropriate amount of feedback on their work (77%) and believe teachers at their school are committed to continuously improving opportunities for student learning

(93%). About half frequently receive feedback at least once a month (52%). For many, it covers all aspects of their role (76%).

21ST CENTURY SKILLS AND COLLEGE AND CAREER READINESS

Parents report that their student's schools regularly incorporate technology into education. Most parents agree that their student uses technology regularly as part of school instruction (90%) and is on track for the next academic year (87%).

Students and staff perceive their schools to offer a variety of enriching courses and activities, though preparedness for academic success may need improvement. Most students (90%) agree that their school provides activities in music, art, or other languages, but fewer feel they often work
with other students on assignments (67%). Staff echo this sentiment, with only 60% agreeing that students are on track for high school and 53% agreeing that students are on track for the next academic year.

SCHOOL ENVIRONMENT

Parents generally feel positively about their student's school environment. Most agree that their child has friends at school (92%) and trusts their teacher and staff (91%). Additionally, most parents agree that their school wants students to succeed (93%) and provides a well-rounded curriculum (84%). Parents also agree that students respect teachers and staff (88%), that students from different cultural backgrounds become friends (91%), and that school rules are fair (89%)

Academic rigor may be a concern for parents. Only 61% agree that their child's school offers challenging classes, and 70% agree that their child's school sets high expectations for student achievement.

Students largely agree that their school wants them to succeed, but their overall perceptions of the school environment are less positive compared to those of parents and staff. Significantly fewer students agree that their school focuses on students' character (61%) or that all students are treated fairly (60%). Notably, only 65% of students feel comfortable talking to school staff, which is significantly lower than the percentage of parents (89%) and staff (89%) who feel the same. Additionally, only 59% of students agree that students respect teachers and staff.

Although 85% of students agree that those from different cultural backgrounds become friends, only 57% believe that students get along with each other and respect their differences.

The school environment is generally positive for staff. Nearly all staff members agree that

teachers and staff regularly encourage students (96%) and that their schools want students to succeed (98%). However, only 74% feel that their school offers challenging classes, making it one of the lowest-rated areas for staff.

ENGAGEMENT AND COMMUNICATION
Although schools encourage parental involvement (90%), fewer feel they have a say in the decision-making process (64%). Most parents have participated in school events in the last 12 months, with Back to School Night (72%) and parent conferences (65%) being the most attended. Of those who attended, 76% were very or completely satisfied with Back to School Night, and 76% were very or completely satisfied with parent conferences. Parents are least satisfied with Board of Trustees meetings (30%). Only 10% have not participated in any school event.

More convenient event timing and facilitating ways for parents to support students at home may increase parental involvement. Parents suggest more convenient times for participation (45%) and more guidance on how to support students at home (39%). Staff most commonly select that more information on how to support students at home (58%) would help encourage greater parental involvement, followed by sending more information on involvement opportunities (44%).

Staff indicate that schools could improve familial support and engagement. While most staff agree that MVWSD schools create a welcoming environment for families (83%), fewer believe that MVWSD provides adequate support to learn about families (68%) or offers sufficient support to staff to improve their capacity to partner with families (60%). Additionally, only 67% of parents agree that MVWSD encourages families to engage in decision-making processes, making it the lowest-rated area across all measures of parental school involvement.

District Analysis and Impact on 2025-26 LCAP

The District has done an initial review of the survey data. All sites will be given the District results as well as their site specific results. The survey results reveal both areas of strength as well as areas for improvement. Results will be used to inform revisions and/or additions to the 2025-26 LCAP. The LCAP/Climate survey provides a large amount of information and not all areas of need can be addressed in a single year. Analysis and planning will continue throughout the remainder of this school year and into 2025-26.

Improvement Work
A lot of work is being done to address areas of concern raised in the survey through the actions outlined in Strategic Plan 2027 and the Local Control Accountability Plan.

Academic and Non-Academic Support for Students

For example, to address parent and staff concerns around non academic supports for students, the District continues to develop and implement a Multi Tiered System of Support to ensure that students' needs are being met. (Goal 1, Action 13). Over the course of the 2024-25 school year, staff continued to implement refined Universal Data Cycles (UDC) and Coordination of Services Team (COST) processes. Site COST meetings are focused on the specific needs of students and aim to ensure they receive appropriate and timely services. These meetings facilitate communication and collaboration among different school based teams to ensure a coordinated approach to addressing student needs whether academic, socially-emotional and/or behavioral. The district MTSS team, along with the Director of Technology, continues to work to develop the district MTSS website, which will be used in lieu of PowerSchool, and will include data dashboards and protocols for UDC, COST, and SST to improve access and use of data to support the Whole Child.

Survey data indicates a need for the District to continue to focus on addressing the academic needs of all students. Only 60% of staff agree that students are on track for high school and 53% agree that students are on track for the next academic year. Additionally, only 61% of parents agree that their child's school offers challenging classes, 55% agree that high-performing students and 67% agree that underperforming students receive the necessary support and resources. The District has several actions that will work in tandem to address these concerns in 2025-26 although more research and work needs to be done.

The District will continue to have an instructional coaching team to support strong first instruction (Goal 1, Action 1). Strong first instruction ensures students grasp core concepts and skills the first time they are taught, reducing the need for later interventions and catch-up efforts. The role of the coach has been adjusted for 2025-26 to include up to 40% of time spent providing small group, research based literacy intervention. This will ensure that literacy intervention by trained teachers will be provided at all schools. The District will also continue to implement Response to Instruction to provide needed interventions and extensions (Goal 1, Action 5). District staff plan to review extension instruction during Response to Instruction in 2025-26 to see if adjustments need to be made to better meet the needs of higher performing students. The District implemented a new K-5 English Language Arts Curriculum in 2024-25 and will look to continue the process of adopting new K-8 math curriculum in 2025-26 (Goal 1, Action 17). A well-designed curriculum provides a clear roadmap for teachers, helping them deliver instruction that is both effective and engaging thus improving outcomes for students. The District will also continue to have an early literacy team (Goal 1, Action 14). The purpose of the team is to provide resources and personnel to address the needs of students in foundational skills with a focus on our lowest performing sites: Castro School, Monta Loma, Theuerkauf, Mistral and Vargas.

Students with Disabilities

Only 62% of parents and 63% of staff agree that students in Special Education receive the resources and support they need. In 2025-26 the District is expanding programs for students with Disabilities (Goal 1, Action 12). The District will continue to provide a research based, intensive reading curriculum to all schools to better support the building of foundational reading skills for Students with Disabilities. This is in addition to support provided through the Early Literacy Team (Action 1.14). Teachers will use identified progress monitoring systems within the curriculum to make adjustments to instruction. The District will continue to implement co-taught classes in English Language Arts and mathematics at both middle schools and will be piloting Learning Center models at several school sites to determine whether they are more effective than Co-Teaching. Learning Centers allow students to receive instruction alongside general education peers instead of in self contained classrooms. Social Resource Programs at two schools to better support students in general education with Autism and the District will add a 1.0 FTE Special Education Coach whose primary role will be to support new teachers in Special Education, work with teachers on instructional practices and support the development and implementation of Individualized Education Programs (IEPS). In Summer 2025, the District will be providing small group reading intervention for approximately 40 students. Students will receive research-based intervention in groups of three, five hours per week by trained teachers.

Parent Engagement and Communication

Additionally, as mentioned above, the District is working to improve parent engagement and communication. Local Control Accountability Plan Goal 3 focuses on Parent Engagement and Communication. In the 2025-26 school year, work will continue on researching and piloting new communication platforms with the goal of ensuring families get the information they need in easily accessible ways (Goal 3, Action 4). Forty-five percent of parents and 58% of staff agree that more guidance needs to be provided on how to support students at home. The District's Parent University program has been refined over the past years and will continue in 2025-26 (Goal 3, Action 3). In 2024-25 there were six District wide sessions in English and Spanish which included the following:

- District Orientation
- Science of Reading Part 1 and Part 2
- Parenting in the Digital Age
- Accessing and Understanding Assessment Scores
- Preparing for Middle School
- Preparing for High School

Additionally, all schools offered at least two site specific Parent University sessions and will continue to do so in 2025-26. . Site specific offerings in 2024-25 included but were not limited to:

- Supporting Early Literacy
- Math Festival (math night)
- Mindfulness and Calming
- Neurodiversity
- Positive Parenting
- Managing Your Child's Emotions
- Summer engagement at home
- Navigating PowerSchool
- Vaping Prevention
- Developing Family Engagement and Partnerships
- Academics - School accountability and standards
- Latino Literacy Family Project

Addressing Student Connectedness, Social Emotional Skills, Behavior and Chronic Absenteeism

Parents and staff generally feel positively about the student's school environment. Most parents agree that students respect teachers and staff (88%), that students from different cultural backgrounds become friends (91%), and that school rules are fair (89%) Most staff agree that students from different cultural backgrounds become friends (87%) and students are comfortable taking with school staff (89%) and that school rules are fair (88%). Student perceptions are lower in these areas. Only 60% of students agree that all students are treated fairly, 65% of students report feeling comfortable talking to school staff and only 59% of students agree that students respect the teachers and staff.

Student Social Emotional Health

Work continues to be done to support the social emotional health of students, staff and families in Goal 2. The District plans to implement a new Social Emotional Learning Curriculum in 2025–26 (pending approval from the Board of Trustees) and expand services to support student's mental health needs (Goal 2, Actions 9 and 10). The District will continue to employ School Counselors at all school sites. Each site will have one counselor except for Graham (2) and Castro (1 and 0.5 in the Wellness Center). Counselors will play a critical role in addressing the varied needs of students at school sites and delivering the new curriculum. The District will add a Mental Health Specialist to support intensive student mental health needs primarily at the district's middle schools and is looking to increase mental health services through contracted services and interns pending identified needs in fall 2025.

Supporting Student Behavior

The District continued working in the 2024-25 school year to address student concerns around safety, behavior and connectedness. The District has been identified for Differentiated Assistance for high rates of suspension for Homeless students and Students with Disabilities. In the 2024-25 school year, The District continued to have At Risk Supervisors across all sites in the District (Action 2.1). Beginning of the year data led the District to increase the FTE allocation to allow for a 0.5 FTE at Bubb Elementary and for Vargas to have a 1.0 FTE instead of a 0.5. The District's Differentiated Team has been reviewing discipline data monthly with principals at Leadership Team meetings as well as at monthly meetings with School Community Engagement Facilitators and At-Risk Supervisors. Behavior trends have been analyzed and action steps implemented at sites shared in order to improve outcomes for students with a focus on suspension rates for Homeless students and Students and Disabilities. On-going training for site administrators and support staff to accurately enter office referrals and discipline data into PowerSchool has happened over the course of the school year. In January, principals and teachers had initial training on supporting students to regulate their behavior and Two training sessions on alternatives to suspension and restorative practices were held. District suspension data as of April 30, 2025 shows that rates of suspension have decreased at many sites across the District. Currently, the District's suspension rate is 2.4 percent which would be a decrease of 0.8 percentage points from 2025. Castro, which had a very high suspension rate of 6.4% in 2023-24, currently has a suspension rate of 1.6%.

Results of the LCAP/Climate survey given in spring 2025 indicate that 69% of students feel safe at school (+5 from 20224), 60% think students are treated fairly (+4 from 2024) and 71% feel the consequences for breaking the rules are clear and fair (+5 from 2024). While the percentages are all increased from 2024, work in this area continues to be a priority. In 2025-26, the District staff will continue actions from 2024-25 and develop a plan for adopting a comprehensive Restorative Practices approach districtwide (Goal 2, Action 4). Staff will also continue to provide Professional development to site leaders and staff on utilizing the Coordination of Services Team (COST) process (part of the District's Multi-Tiered System of Support - MTSS) to develop plans to support individual student behavior and align behavior intervention strategies with tiered whole-child supports using our Multi-Tiered System of Support-MTSS) framework, helping sites to avoid a punitive approach to behavior intervention (Goal 2, Action 5).

Addressing Chronic Absenteeism

Only 66% of staff (+2 from 2024) agreed that students' come to class prepared and ready to learn. In addition, MVWSD was identified for Differentiated Assistance due to high levels of chronic absenteeism for Homeless students in 2022-23 and now is identified for high chronic absenteeism rates for Students with Disabilities. The District continues to have a Differentiated Assistance team that works collaboratively with representatives from the Santa Clara County Office of Education to implement plans to address the needs of these student groups (Goal 2, Action 3). Specifically in the 2025-26 school year the District wil continue the attendance monitoring and staff communication system developed in

2023-23. This process resulted in a decrease of 10.7% in chronic absenteeism for homeless students between 2021-22 and 2022-23 and an additional decrease of 7.2% from 2022-23 to 2023-24. This process also resulted in a decrease of 8.7% in chronic absenteeism for Students with Disabilities between 2022-23 to 2023-24. Final chronic absenteeism rates are unavailable for 2024-25 although District data as of April 30 indicates that chronic absenteeism rates for students with disabilities are flat and those for homeless students is 17.2% which would be another 7% decrease over 2024-25. The District will also participate in the Attendance Collaborative through the Santa Clara County Office of Education. The Student Services team will utilize systems and strategies presented through this collaborative process to support sites with interventions for students in order to reduce chronic absenteeism and increase school engagement. These systems and strategies will be shared at Leadership Team meetings, secretary trainings, meetings with School Community Engagement Facilitators and the Special Education Department.

School Cleanliness

The district will revise action step 1 in Goal 5 to continue to support school cleanliness. Only 35% of students) agree that their campuses were clean (+2 from spring 2024). District staff will implement bi-monthly inspections using methods aligned with the State of California Facility Inspection Tool (FIT). Inspections will be conducted at each school, reviewing all playgrounds and restrooms, along with a rotating sample of classrooms to ensure every room is inspected at least twice per year. These inspections will help proactively identify areas needing attention ahead of the annual FIT evaluations, ensuring our campuses remain safe, clean, and fully functional for students, staff, and the community.

The District will also conduct focus groups with students across all sites in the District in order to better understand their concerns regarding cleanliness and address them (Goal 5, Action 1).

Professional Development:

Less than a third of staff are very or completely satisfied with the district's professional development (32%) which is an increase of 2 percentage points from 2024. Similarly, less than half report being satisfied with their school's professional development (44%) which is an increase of 7 percentage points from 2024. In the 2025-26 school year, staff will continue to administer the Professional Development Survey each year, share results with union leadership and utilize results to help inform the development of a Professional Development Framework that will outline the District's approach to enhance employees individual's skills, knowledge, and career progression

Next Steps

District staff has drafted the 2025-26 Local Control Accountability Plan. Data from the survey has informed this work. The District will be soliciting input from Advisory Groups

and the public on the draft plan and will present the plan for public hearing at the May 29 meeting of the Board of Trustees.

Additionally, District staff will continue to disaggregate the results of the LCAP/Climate survey to better understand results at a site and student level. This work will be done as we move into the summer. Areas of improvement will be targeted for specific efforts as related to our Strategic Plan. Longer-range actions can be added in the 2026-27 LCAP.

2024-2025 LCAP SURVEY ANALYSIS

Prepared for Mountain View Whisman School District

April 2025

HANOVER RESEARCH

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EXECUTIVE SUMMARY AND KEY FINDINGS

In this report, Hanover Research (Hanover) presents the findings from the Mountain View Whisman School District's (MVWSD) Local Control and Accountability Plan (LCAP) Survey. This survey, disseminated to parents, students, and staff, assessed educational partners' perceptions of MVWSD with respect to conditions of learning, student achievement and educational effectiveness, 21st century skills/college and career readiness, school environment, and school and parent engagement.

METHODOLOGY

Hanover analyzes 1,222 parent responses, 1,522 student responses, and 448 staff responses in this report.[1] The first section describes demographic and other characteristics of respondents for this survey.

Throughout this analysis, charts exclude "Not Applicable" or "I don't know/No opinion" responses, thereby focusing on respondent agreement, satisfaction, and other substantive results. Additionally, to facilitate interpretation of results, the charts display survey items in order of highest overall agreement or satisfaction to lowest. Please note that sample sizes vary across questions, as some questions only pertain to a subset of respondents.

[1] Hanover performed standard data cleaning to exclude incomplete or poor-quality responses from the data set.

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KEY FINDINGS

Conditions of Learning

- **Parents generally have a positive view of MVWSD's learning conditions, though there is room for improvement in understanding non-academic supports for students.** Most parents report that their child has access to instructional materials (66%) and that school facilities are well-maintained (86%). However, fewer parents understand the types of non-academic support available to their child (63%). Satisfaction with teachers among parents reports the highest satisfaction rating (79%). In contrast, only 63% are satisfied with the non-academic support their children receive, the lowest satisfaction rating across all learning conditions.
- **Students generally view their school positively, but perceptions of school cleanliness are notably lower than other areas.** More than three-quarters of students agree their schools provide a good education (82%) and that adults at their school care about their success (73%). However, less than half agree that schools are clean (35%).
- **Staff believe that their fellow teachers care about student success.** Most staff respondents agree that teachers care about students' success (98%), that students have access to necessary instructional materials (93%), and that students feel comfortable asking teachers questions (91%). However, staff least agree that students come to class prepared and ready to learn (64%), suggesting preparedness as a potential growth area.

Student Achievement and Educational Effectiveness

- **Parents generally feel that most students receive the support they need, but agreement levels are lower for high-performing students and students in Special Education.** About three-quarters (74%) of parents agree that their student receives the resources and support they need, especially for ELL students (83%). Fewer than two-thirds agree that high-performing students (55%) and students in Special Education (62%) receive the necessary resources and support. Parents of ELL students perceive staff as more helpful compared to families in Special Education. For example, 85% of ELL parents find teachers very or extremely helpful, compared to 72% of Special Education parents. The discrepancy is larger for administrator helpfulness (80% for ELL parents versus 66% for Special Education parents).
- **Staff perceive professional development as less than satisfactory at both the school and district levels.** Less than a third are very or completely satisfied with the district's professional development (32%), and less than half are satisfied with their school's professional development (44%). However, satisfaction with school-level professional development increased by 7 percentage points from last year.
- **Staff often receive feedback about their work.** Over three-quarters of staff agree they receive an appropriate amount of feedback on their work (77%) and believe teachers at their school are committed to continuously improving opportunities for student learning (93%). About half frequently receive feedback at least once a month (52%). For many, it covers all aspects of their role (76%).

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21ST CENTURY SKILLS AND COLLEGE AND CAREER READINESS

- **Parents report that their student's schools regularly incorporate technology into education.** Most parents agree that their student uses technology regularly as part of school instruction (90%) and is on track for the next academic year (87%).
- **Students and staff perceive their schools to offer a variety of enriching courses and activities, though preparedness for academic success may need improvement.** Most students (90%) agree that their school provides activities in music, art, or other languages, but fewer feel they often work with other students on assignments (67%). Staff echo this sentiment, with only 60% agreeing that students are on track for high school and 53% agreeing that students are on track for the next academic year.

SCHOOL ENVIRONMENT

- **Parents generally feel positively about their student's school environment.** Most agree that their child has friends at school (92%) and trusts their teacher and staff (91%). Additionally, most parents agree that their school wants students to succeed (93%) and provides a well-rounded curriculum (84%). Parents also agree that students respect teachers and staff (88%), that students from different cultural backgrounds become friends (91%), and that school rules are fair (89%).
- **Academic rigor may be a concern for parents.** Only 61% agree that their child's school offers challenging classes, and 70% agree that their child's school sets high expectations for student achievement.
- **Students largely agree that their school wants them to succeed, but their overall perceptions of the school environment are less positive compared to those of parents and staff.** Significantly fewer students agree that their school focuses on students' character (61%) or that all students are treated fairly (60%). Notably, only 65% of students feel comfortable talking to school staff, which is significantly lower than the percentage of parents (89%) and staff (89%) who feel the same. Additionally, only 59% of students agree that students respect teachers and staff.
- **Although 85% of students agree that those from different cultural backgrounds become friends, only 57% believe that students get along with each other and respect their differences.**
- **The school environment is generally positive for staff.** Nearly all staff members agree that teachers and staff regularly encourage students (96%) and that their schools want students to succeed (98%). However, only 74% feel that their school offers challenging classes, making it one of the lowest-rated areas for staff.

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ENGAGEMENT AND COMMUNICATION

- **Although schools encourage parental involvement (90%), fewer feel they have a say in the decision-making process (64%).**

- **Most parents have participated in school events in the last 12 months, with Back to School Night (72%) and parent conferences (65%) being the most attended.** Of those who attended, 76% are very or completely satisfied with Back to School Night, and 76% are very or completely satisfied with parent conferences. Parents are least satisfied with Board of Trustees meetings (30%). Only 10% have not participated in any school event.

- **More convenient event timing and facilitating ways for parents to support students at home may increase parental involvement.** Parents suggest more convenient times for participation (45%) and more guidance on how to support students at home (39%). Staff most commonly select that more information on how to support students at home (58%) would help encourage greater parental involvement, followed by sending more information on involvement opportunities (44%).

- **Staff indicate that schools could improve familial support and engagement.** While most staff agree that MVWSD schools create a welcoming environment for families (83%), fewer believe that MVWSD provides adequate support to learn about families (68%) or offers sufficient support to staff to improve their capacity to partner with families (60%). Additionally, only 67% of parents agree that MVWSD encourages families to engage in decision-making processes, making it the lowest-rated area across all measures of parental school l involvement.

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SECTION I: RESPONDENT DEMOGRAPHICS

PARENT RESULTS

Figure 1.1

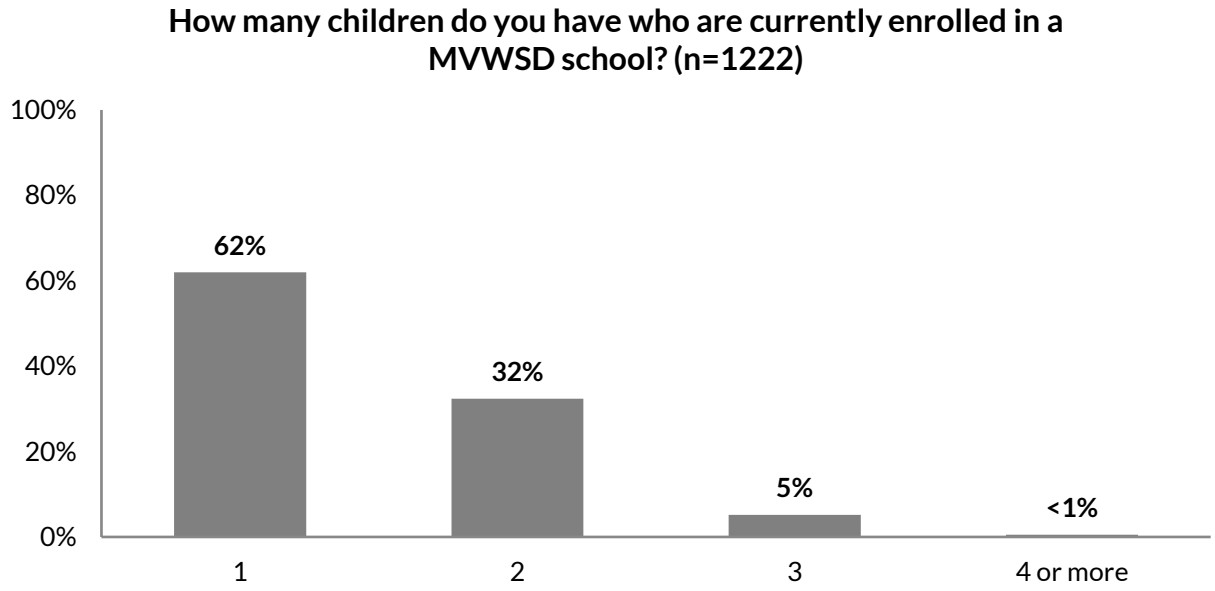

Figure 1.2

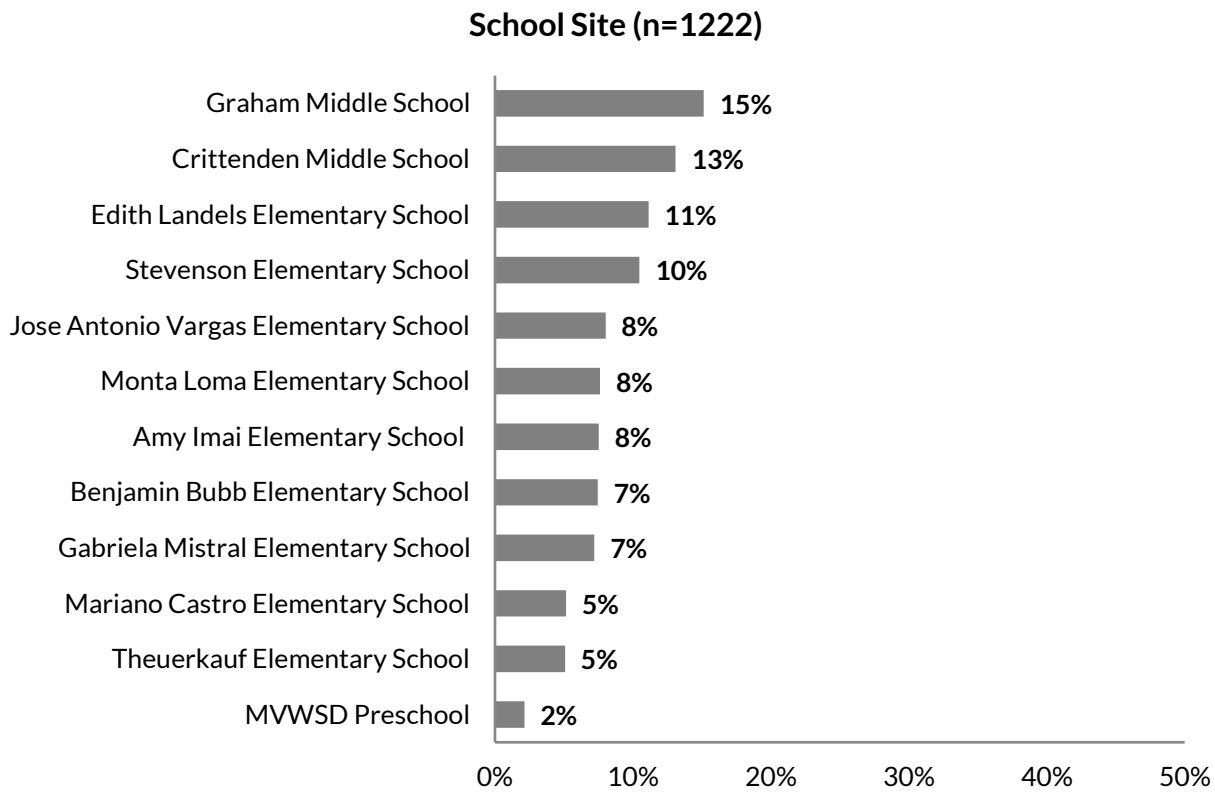

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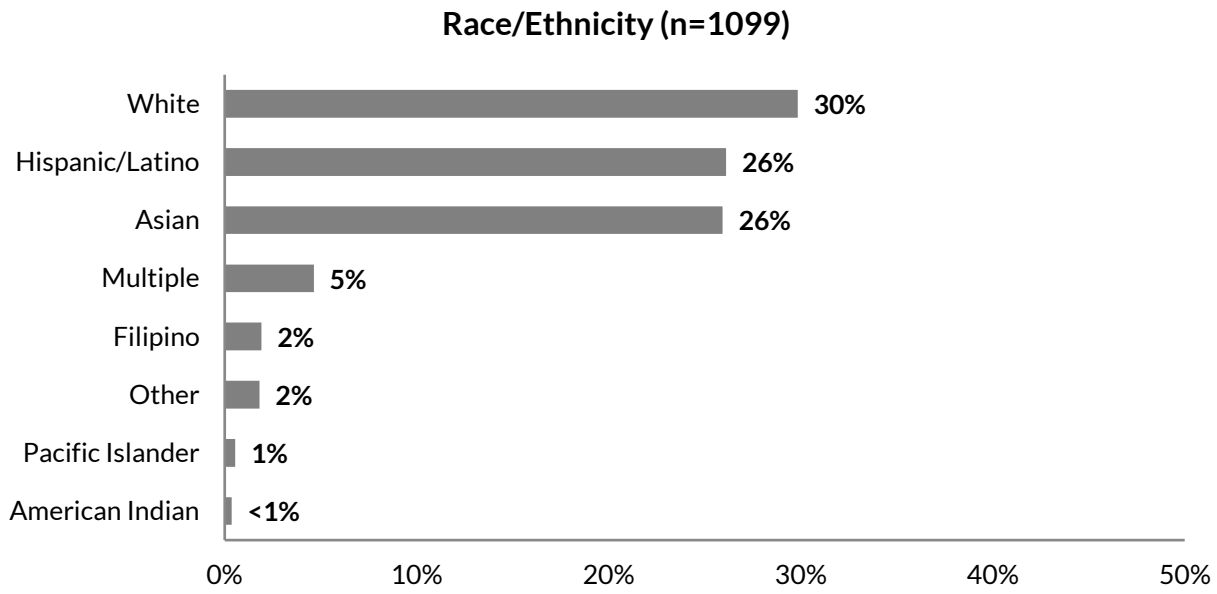
Figure 1.3


Race/Ethnicity (n=1099)
White
30%
Hispanic/Latino
26%
Asian
26%
Multiple
5%
Filipino
2%
Other
2%
Pacific Islander
1%
American Indian
<1%
0%
10%
20%
30%
40%
50%

STUDENT RESULTS

Figure 1.4

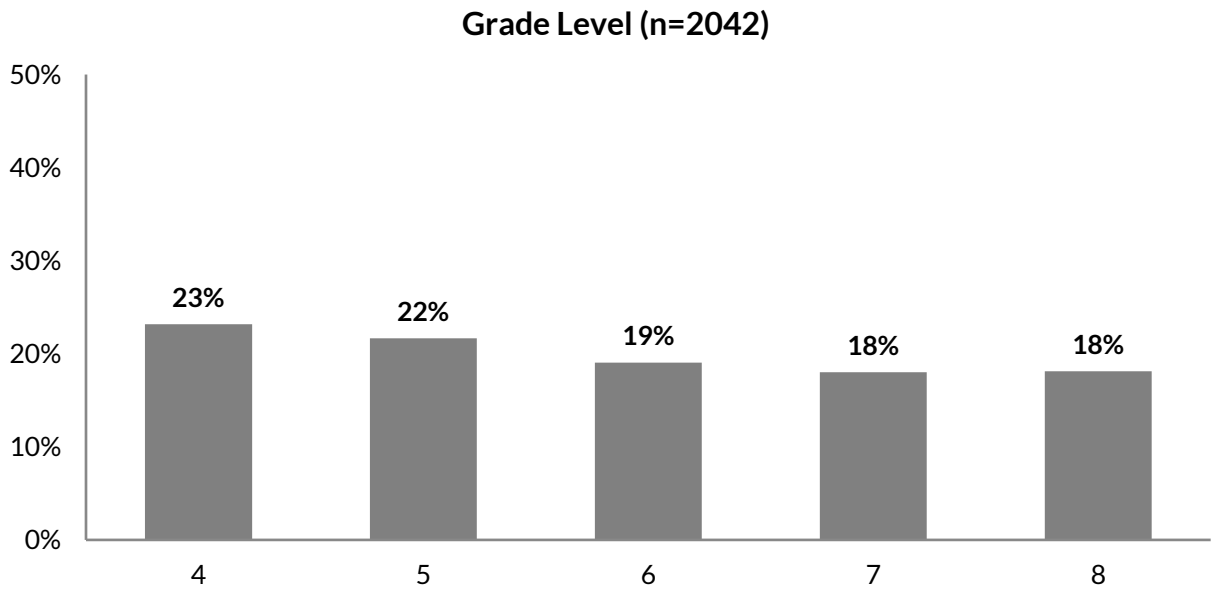


Figure 1.5

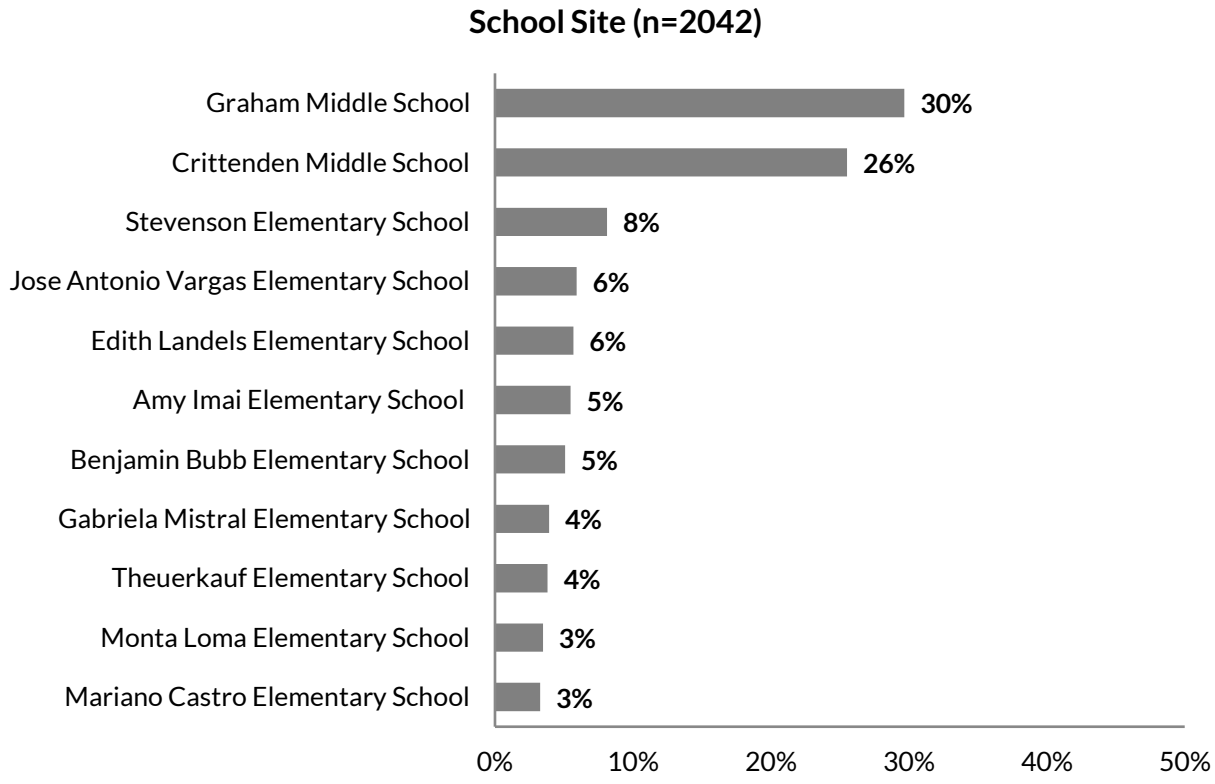


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Figure 1.6

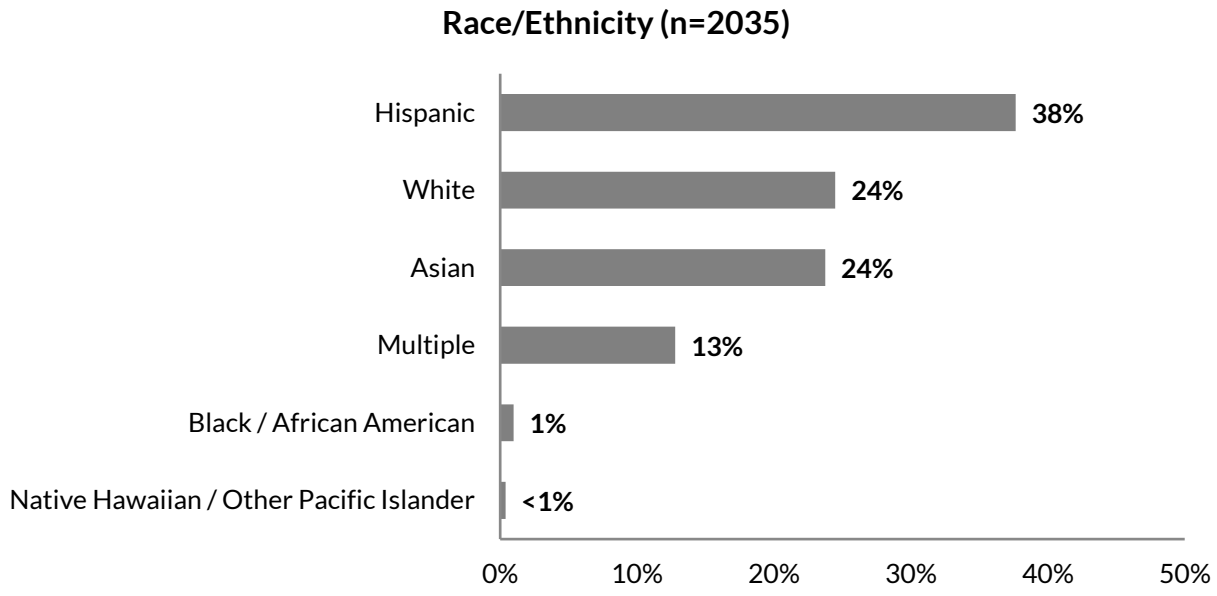
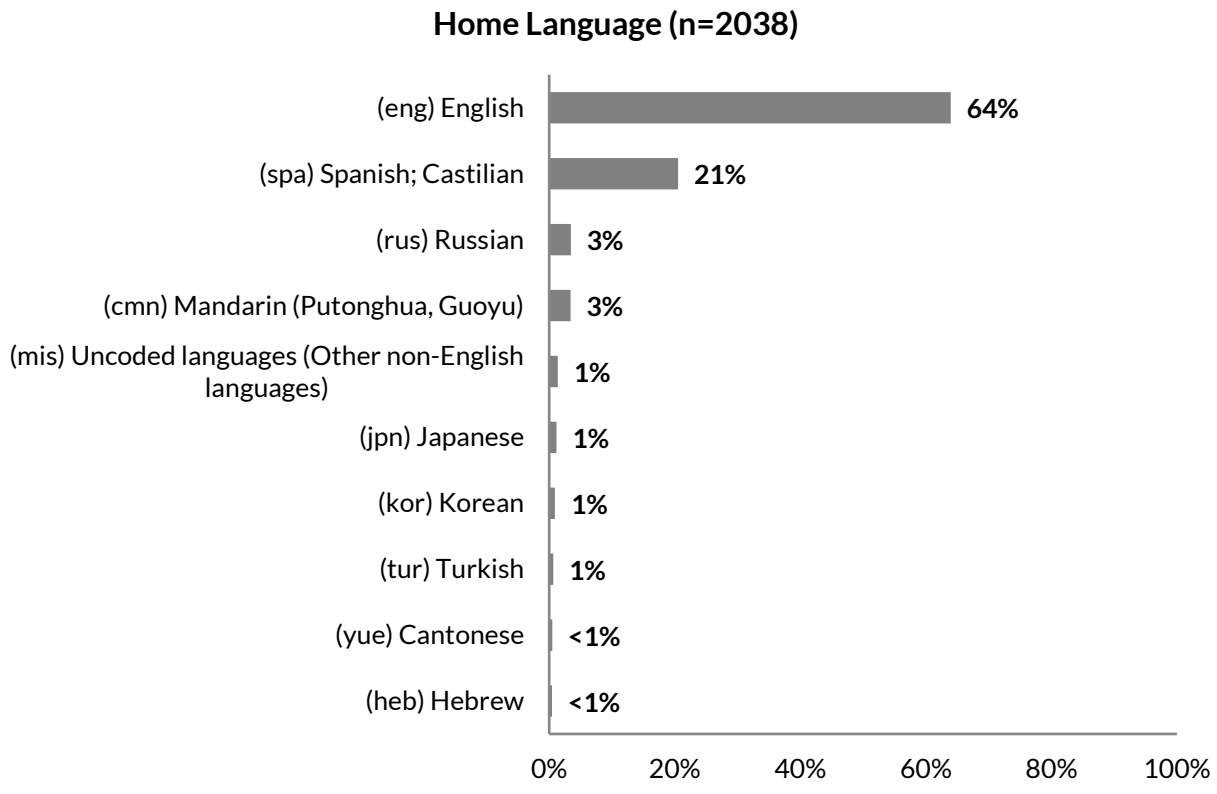


Figure 1.7



Note: Only the top 10 languages spoken at home are displayed in the visual above.

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STAFF RESULTS

Figure 1.8

Which of the following best describes your role at MVWSD? (n=452)

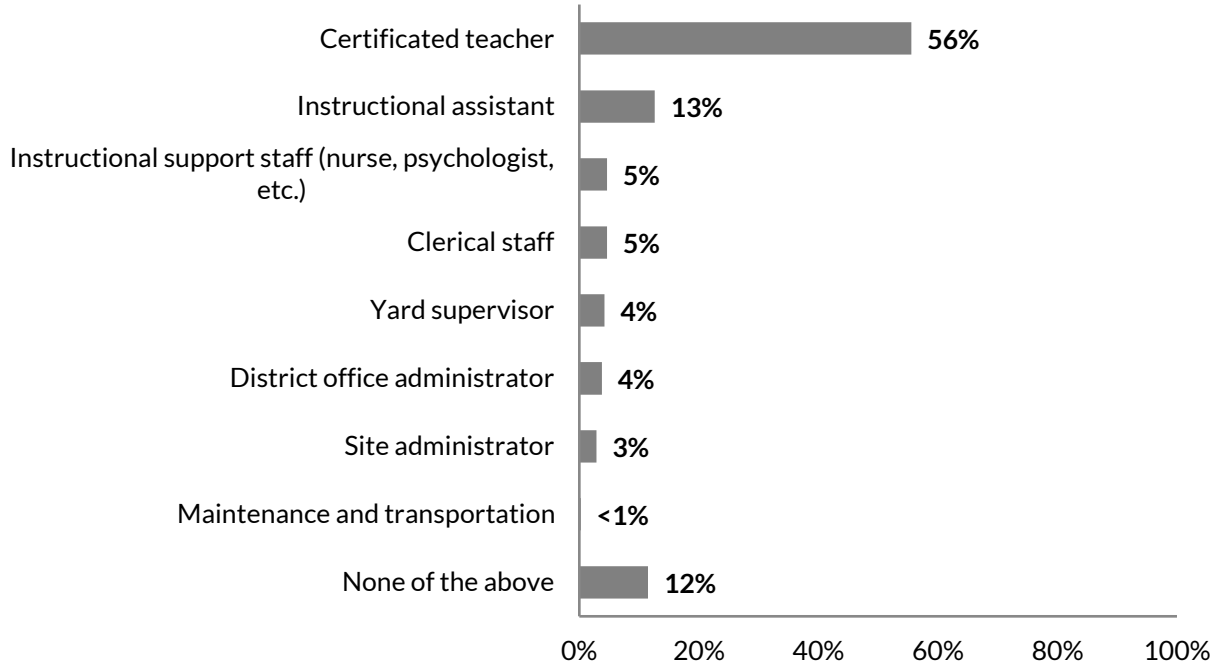

Figure 1.9

To which grade level(s) do you primarily provide instruction or support? Please select all that apply. (n=329)

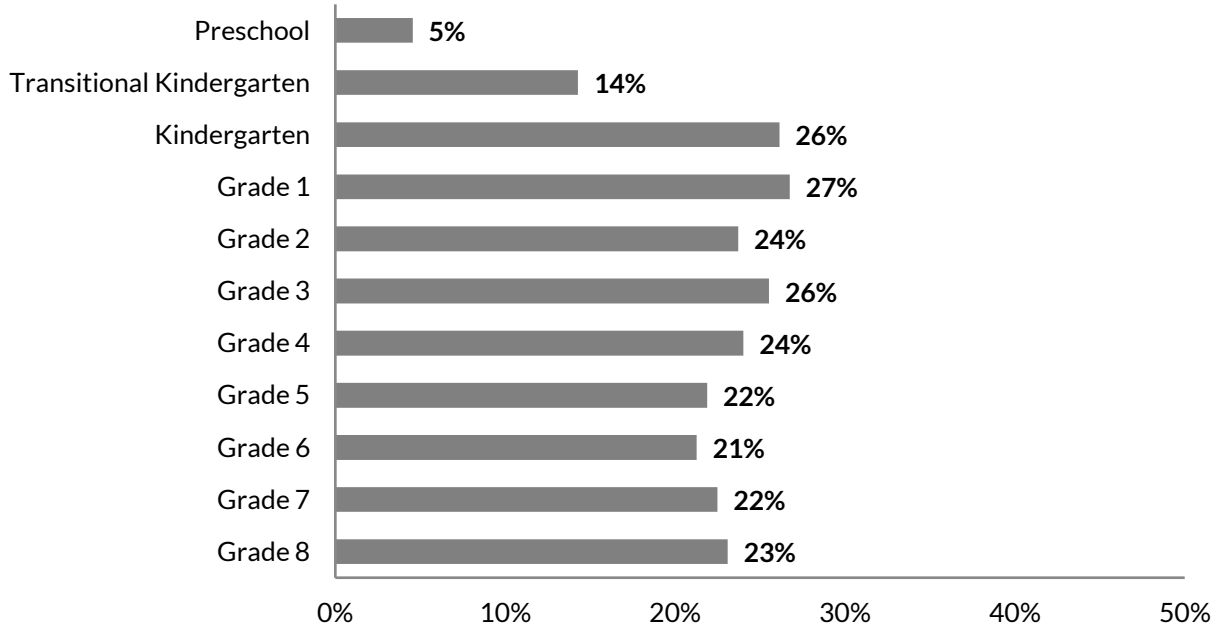

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Figure 1.10

Please select your primary work location. If your primary work location is not a school, please complete this survey based on your perceptions of the school you are most familiar with or of the district as a whole. (n=452)

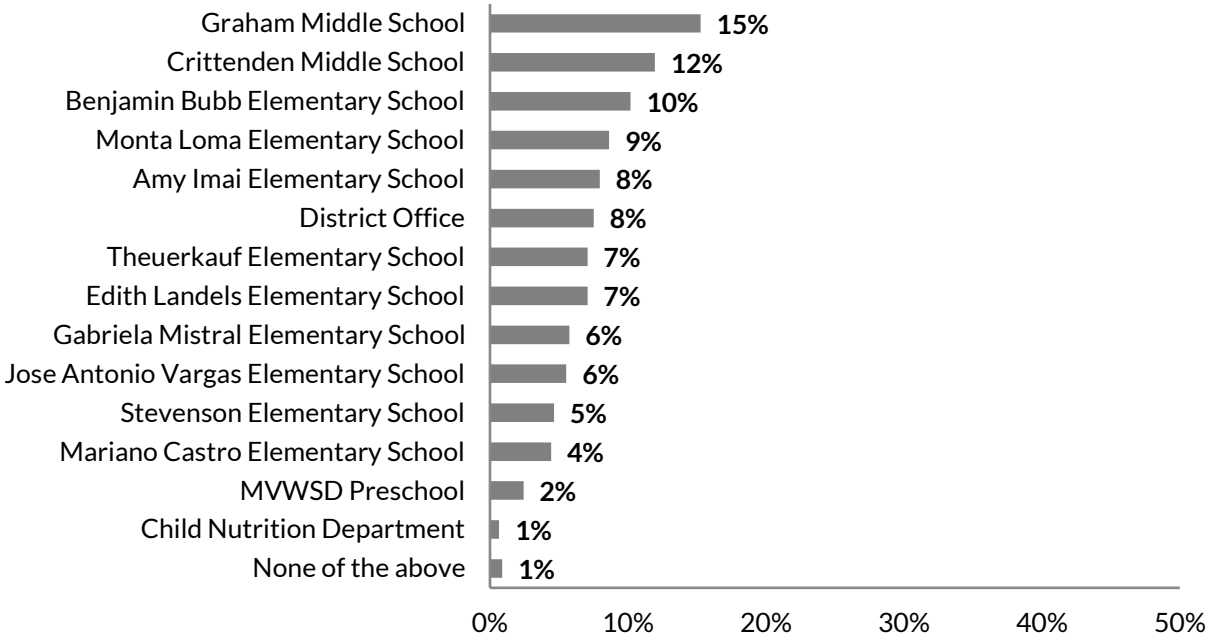
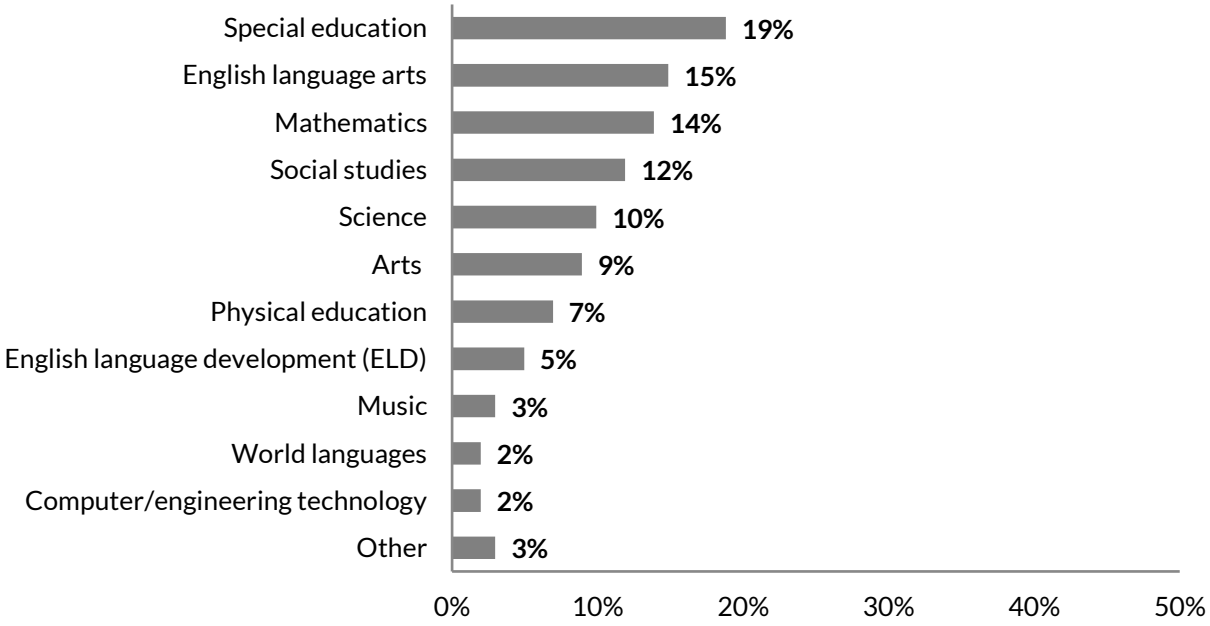


Figure 1.11

In what subject do you primarily provide instruction? (n=101)



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SECTION II: CONDITIONS OF LEARNING

This section examines the responses of students, parents, and staff related to learning conditions in their school, including school facilities, instructional resources, teacher effectiveness, and student supports.

PARENT RESULTS

Figure 2.1

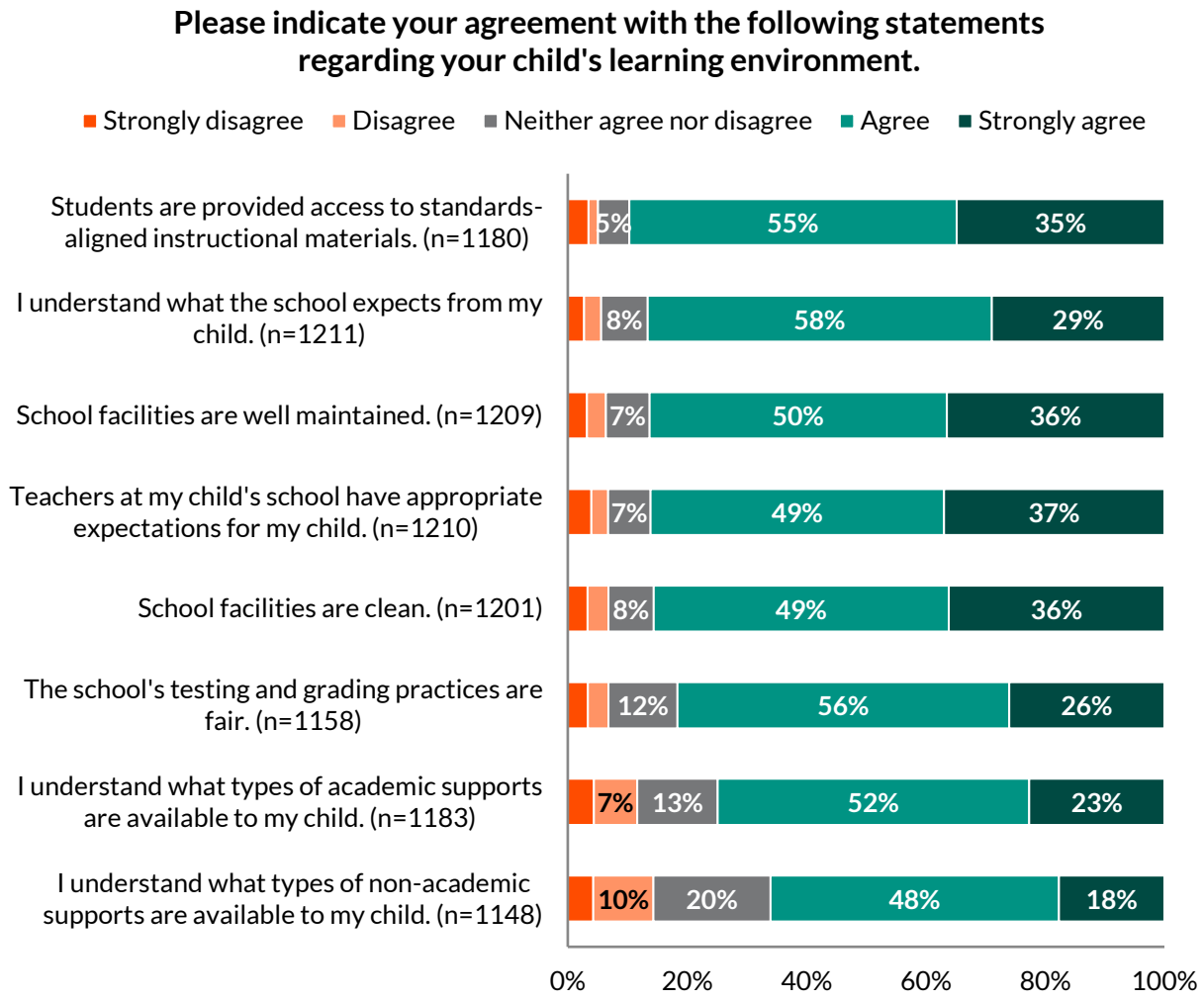

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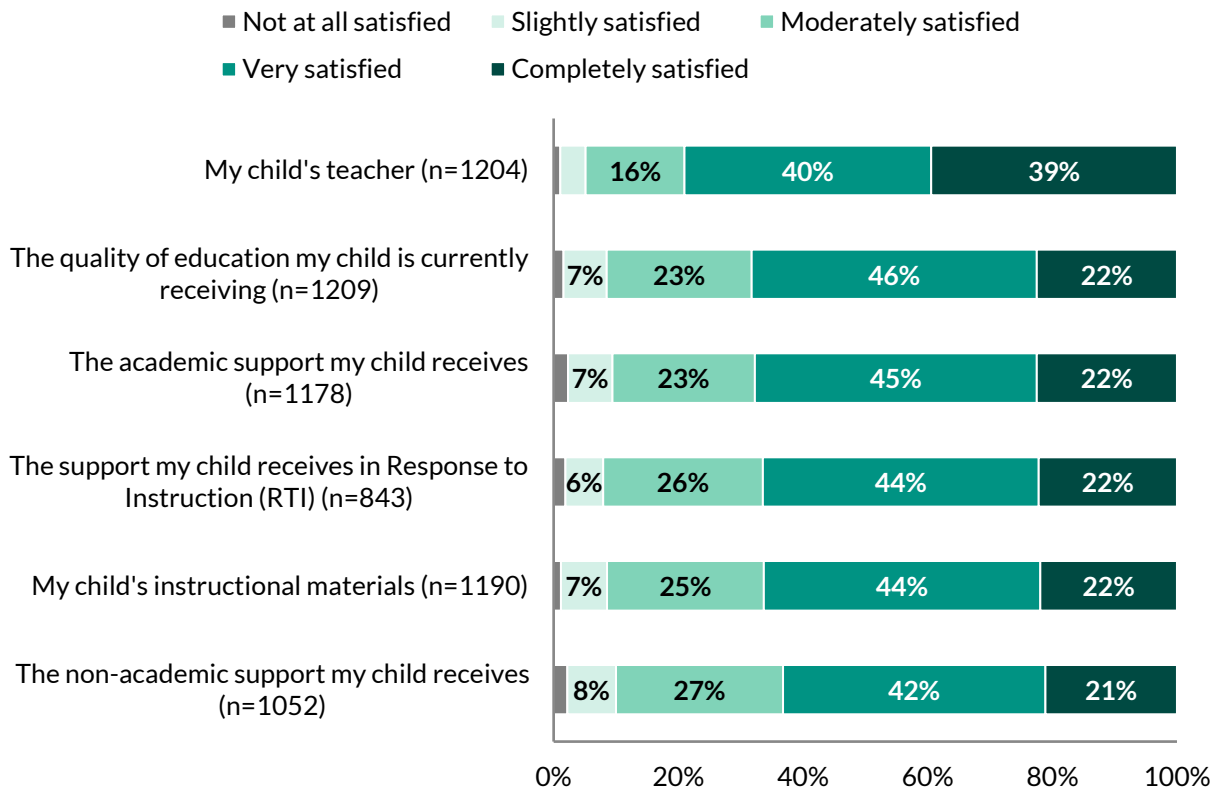
Figure 2.2

Please indicate your level of satisfaction with the following aspects of your child's learning environment.



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STUDENT RESULTS

Figure 2.3

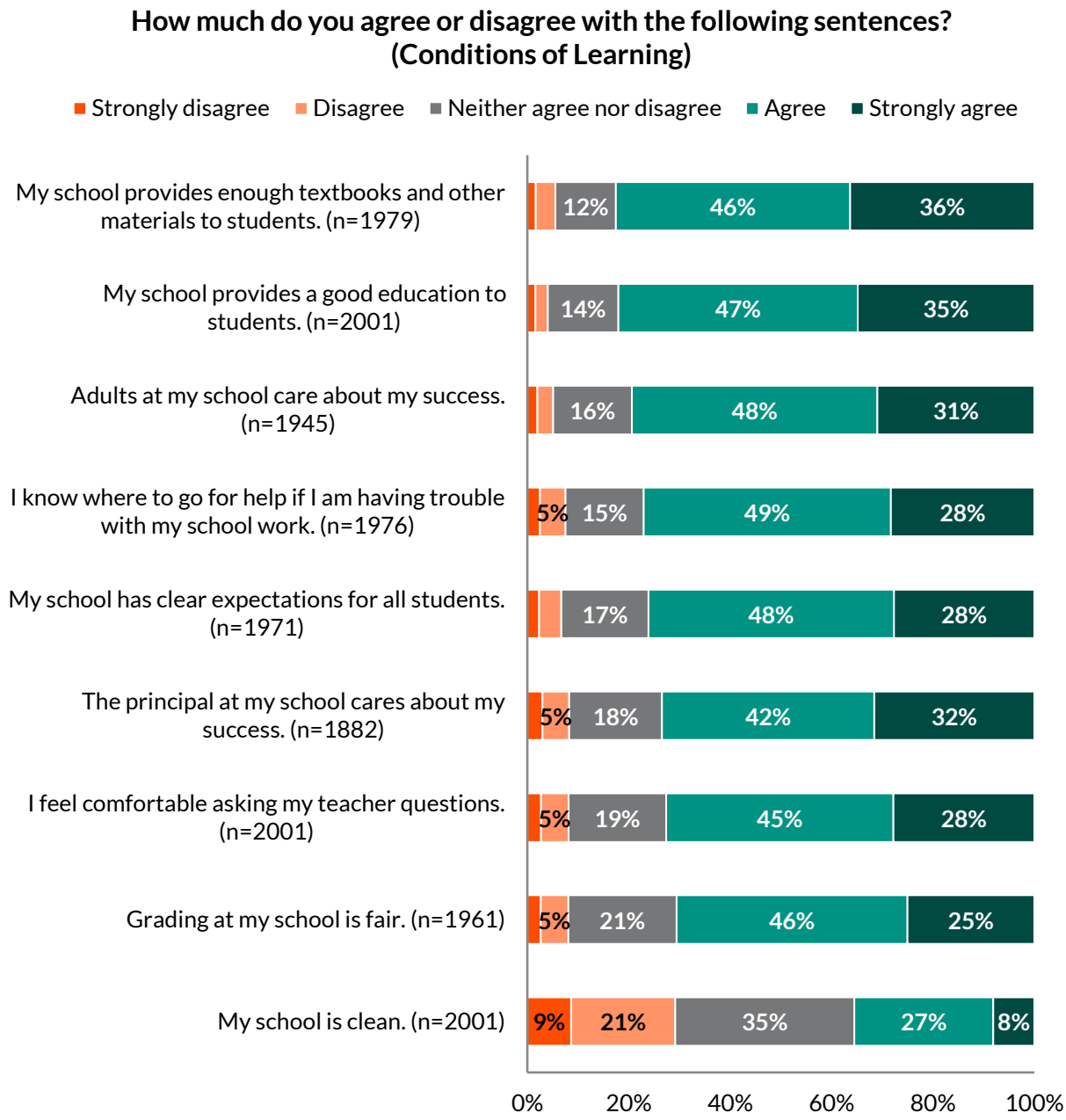

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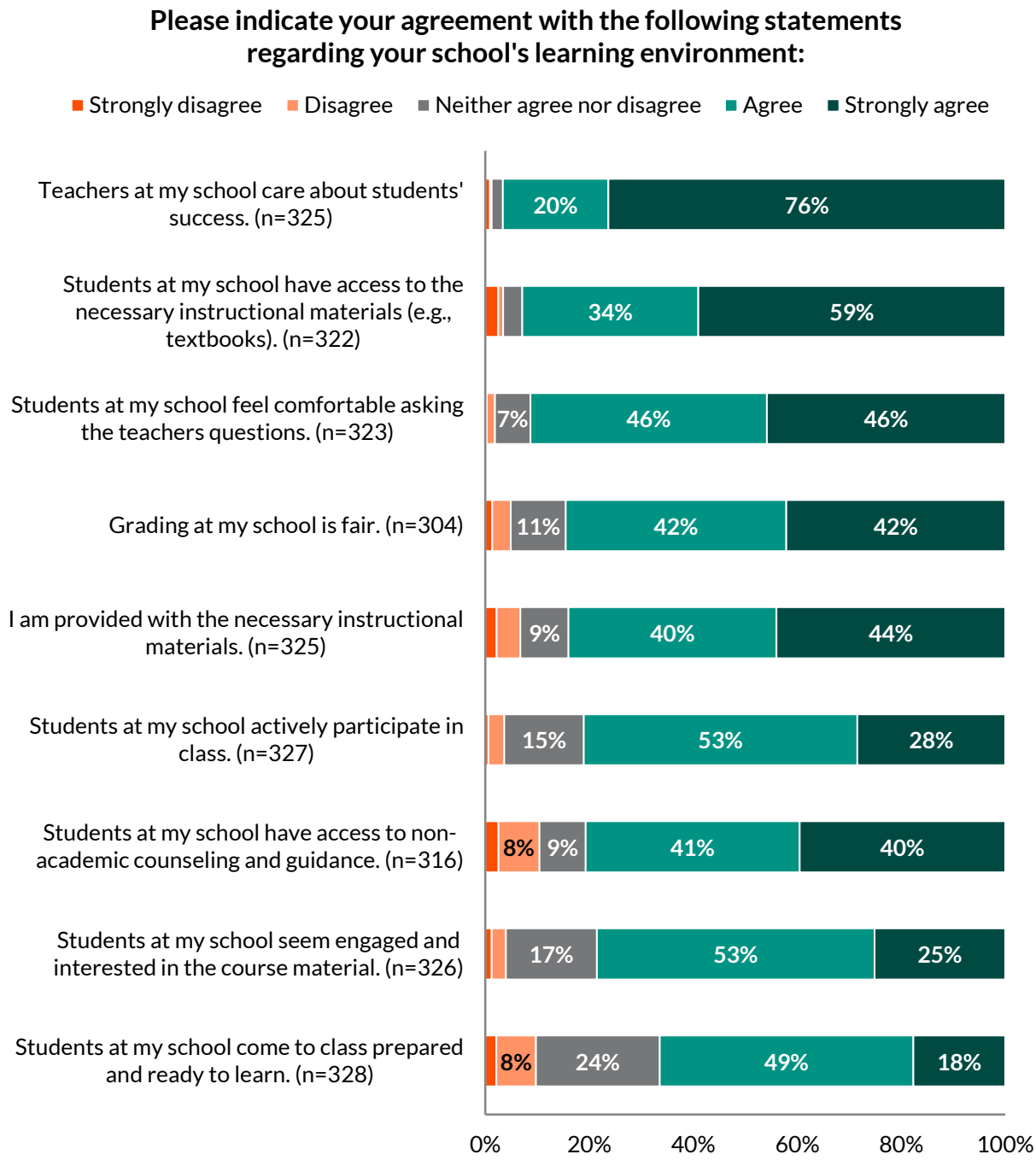
Figure 2.4



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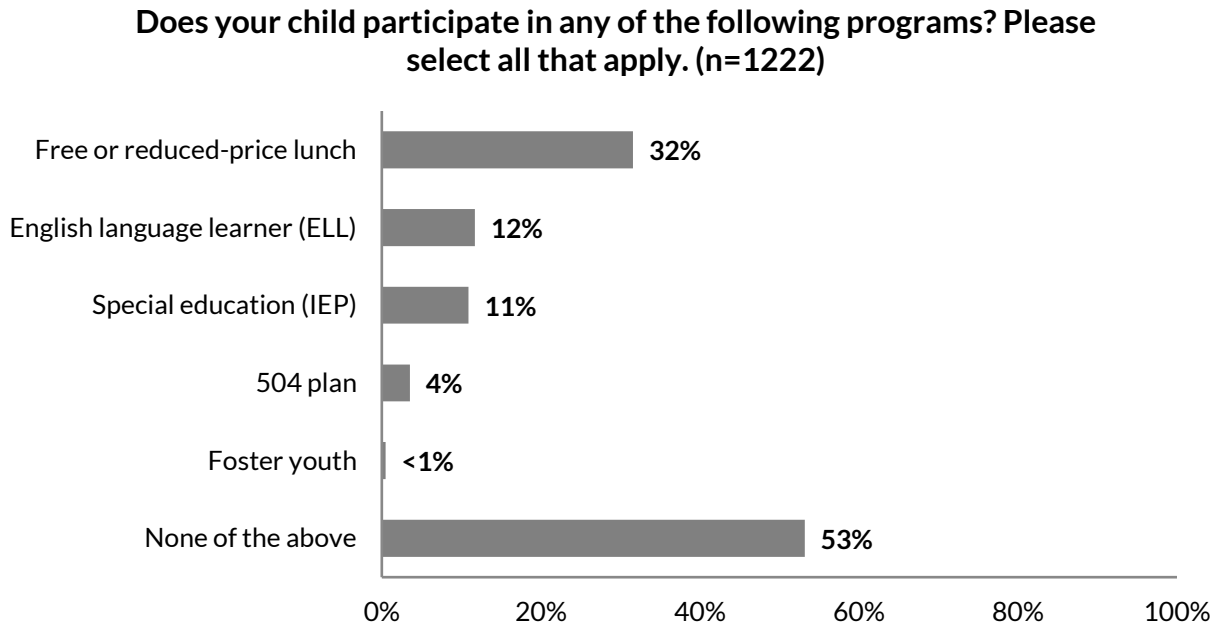
SECTION III: STUDENT ACHIEVEMENT AND EDUCATIONAL EFFECTIVENESS

The following section examines feedback related to supports for specific student groups, such as ELL students, special education students, or underperforming students, as well as satisfaction with extracurricular programs for students and professional development opportunities for staff.

PARENT RESULTS

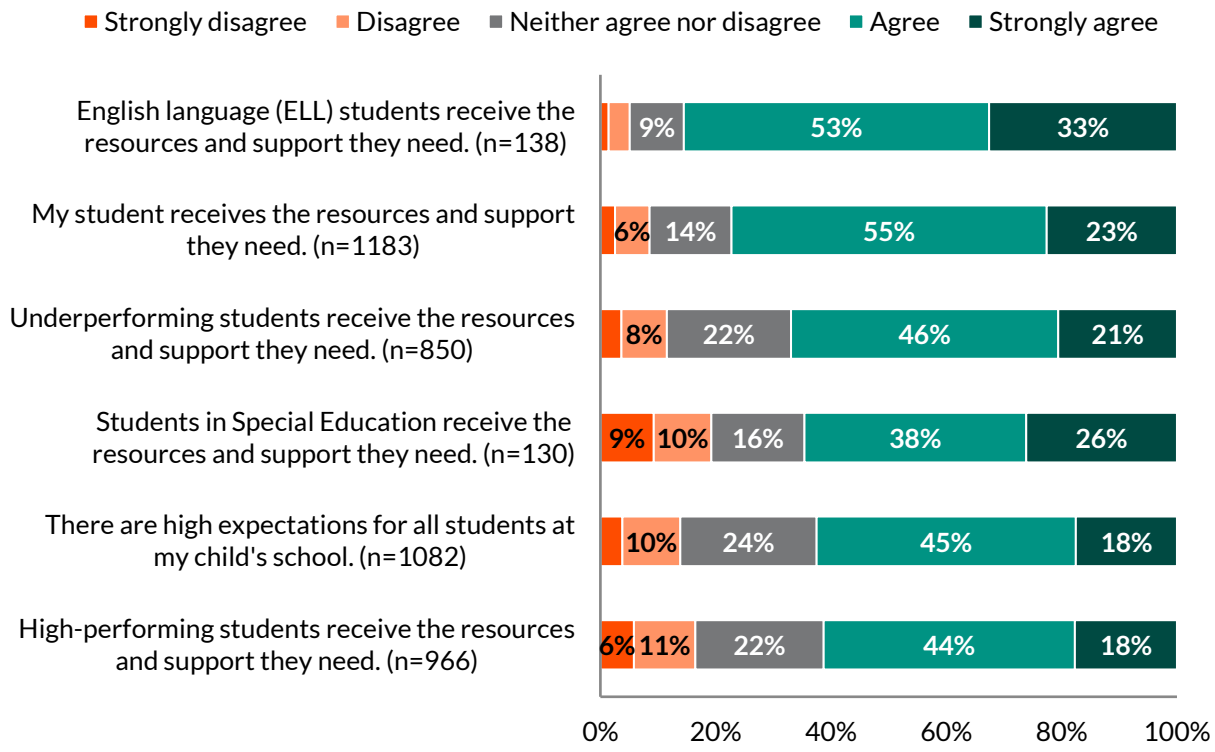
Figure 3.1



Note: Respondents could select more than one option; therefore, totals exceed 100%.

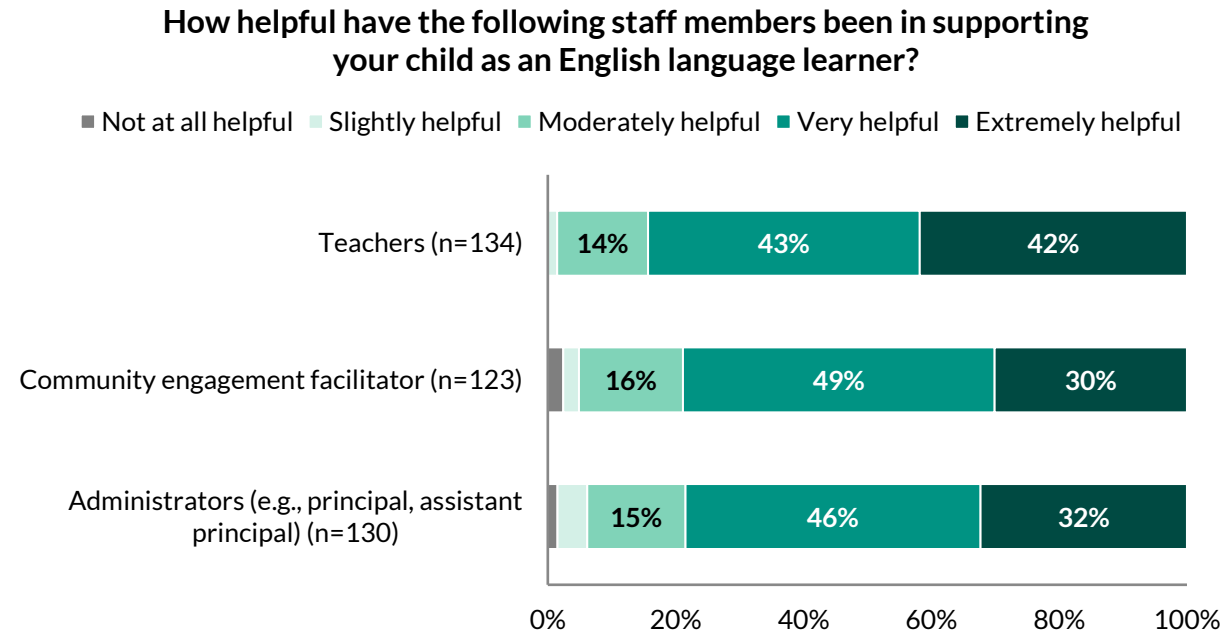
Figure 3.2

Please indicate your agreement with the following statements regarding student support.



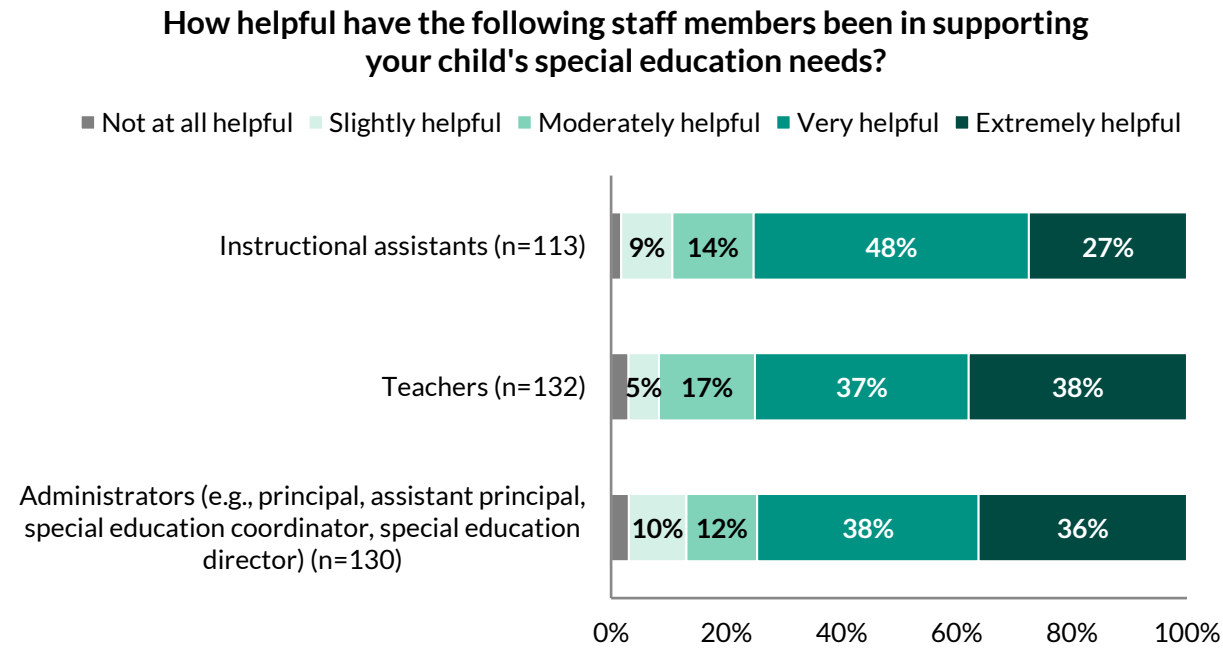
Note: Only respondents who indicated their child is an ELL and/or Special Education student were shown the corresponding questions.

Figure 3.3



Note: This question shown only to respondents who indicated their child is an ELL student.

Figure 3.4



Note: This question shown only to respondents who indicated their child is a Special Education student.

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Figure 3.5

Has your child participated in any of the following school-sponsored programs? Please select all that apply. (n=1205)

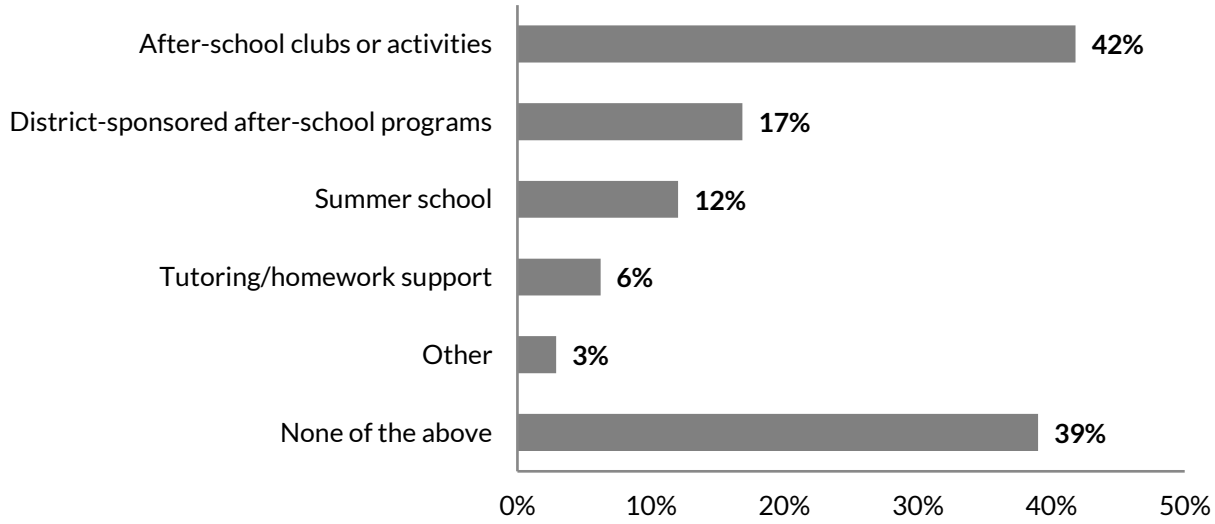
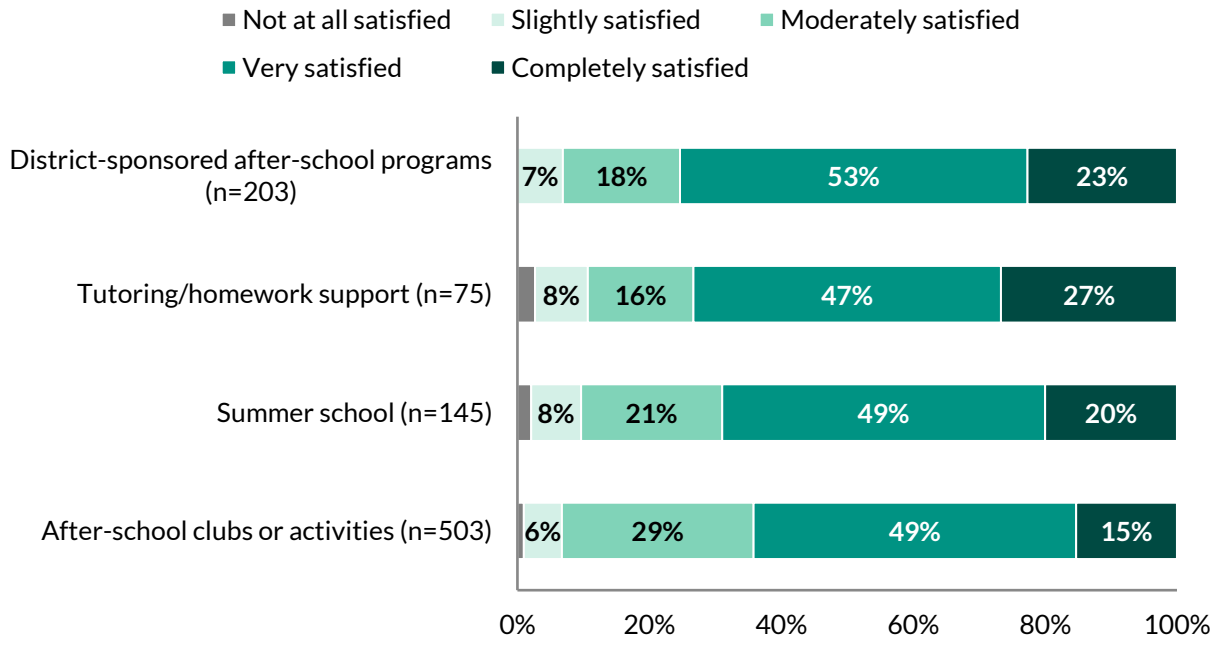


Figure 3.6

Please indicate your level of satisfaction with the following program(s):



Note: Only respondents who indicated they participated in programs responded to the corresponding components of this question.

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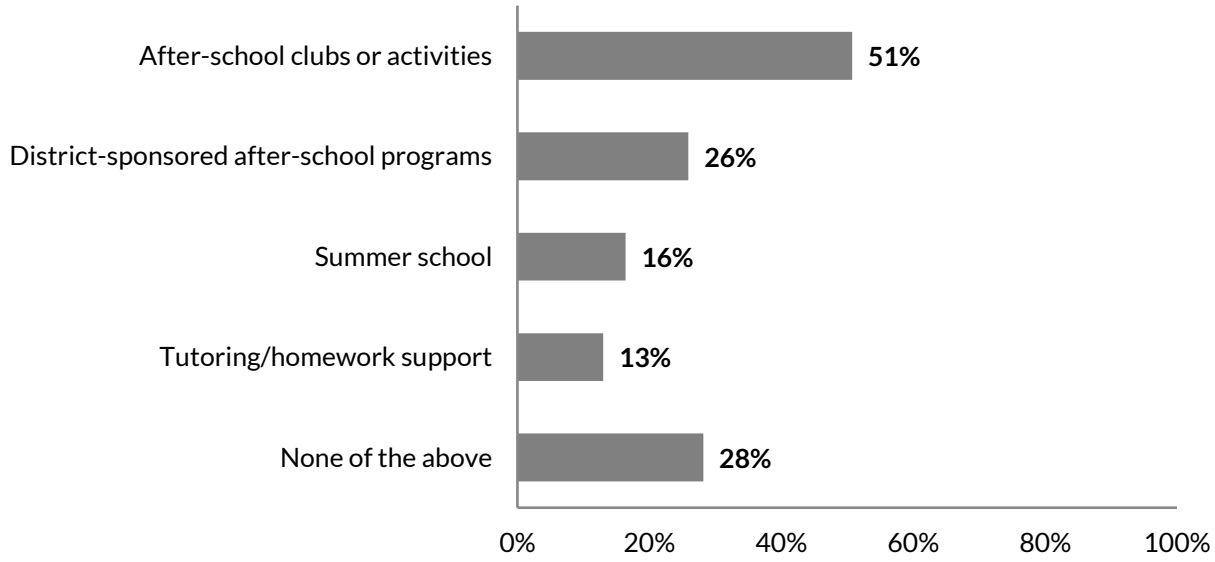
STUDENT RESPONSES

Figure 3.7

Which of the following programs have you attended? (n=2038)



Note: Respondents could select more than one option; therefore, totals exceed 100%.

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Figure 3.8

The following sentences are about learning English. How much do you agree or disagree with these sentences?

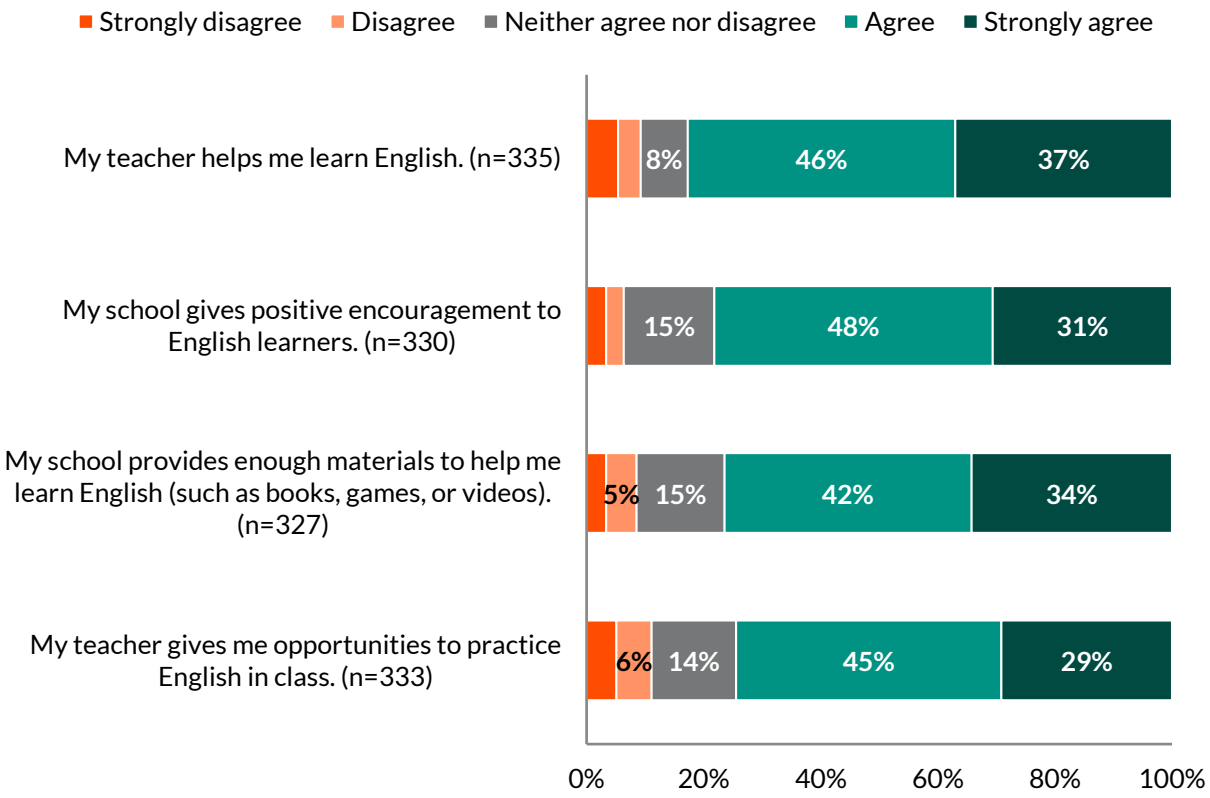

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Figure 3.9

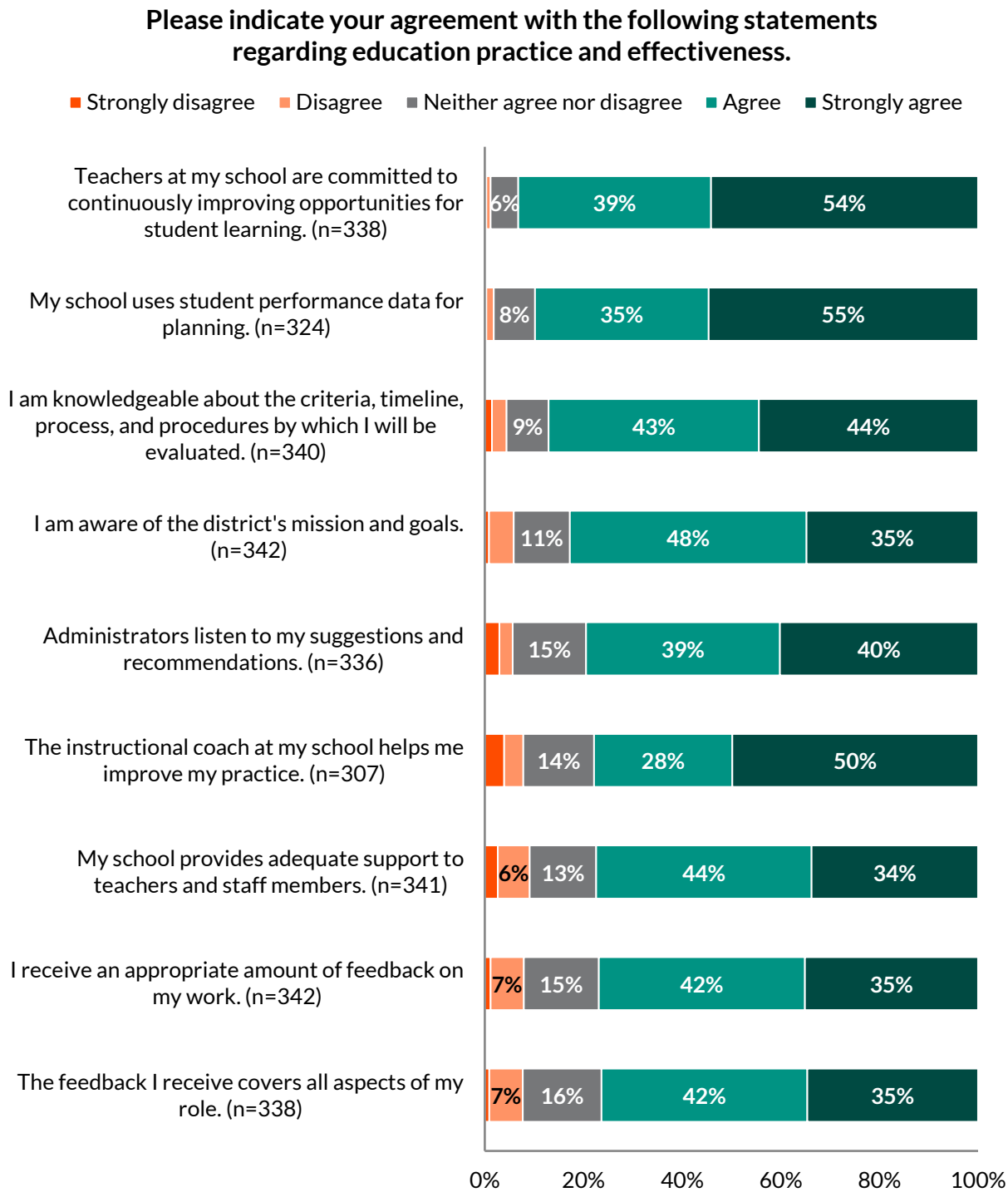

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Figure 3.10

Please indicate your agreement with the following statements regarding student achievement.

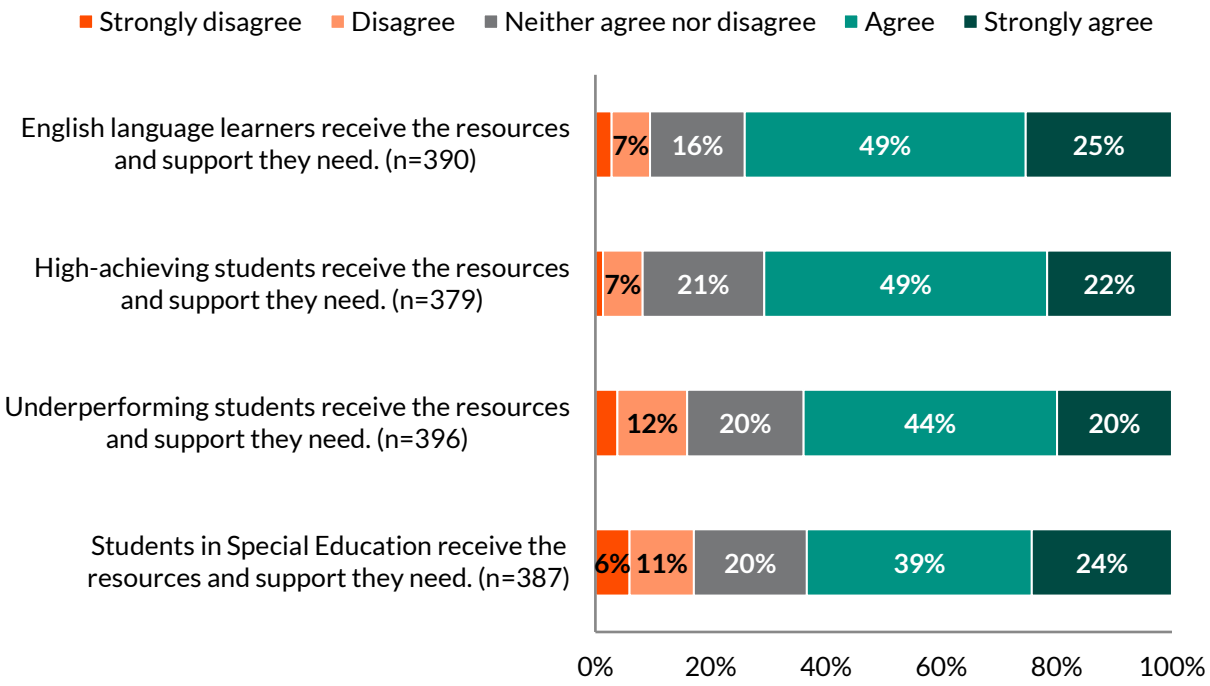

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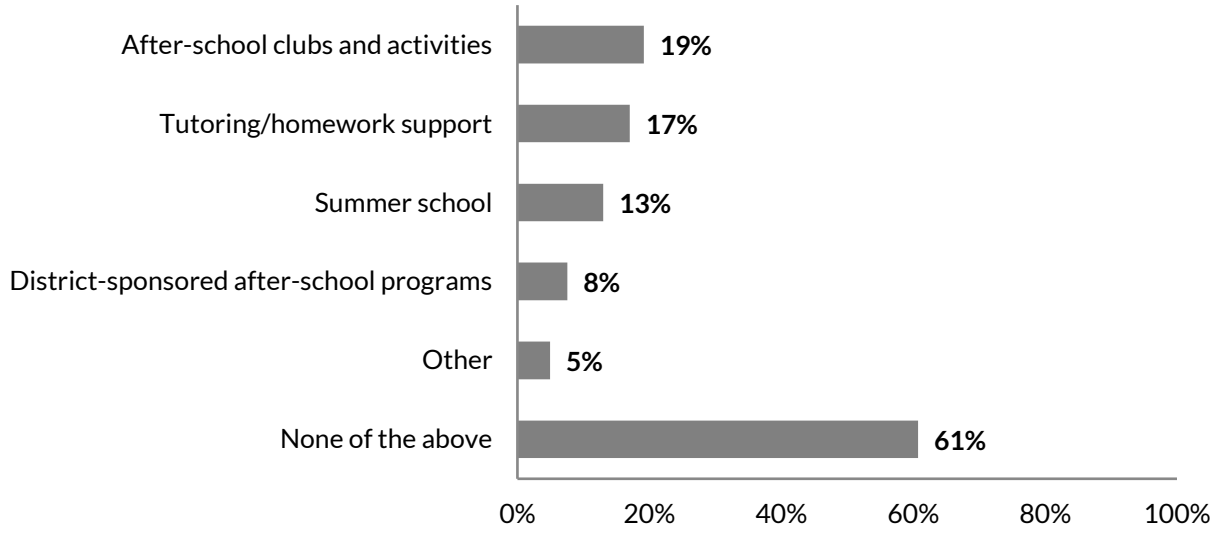
Figure 3.11

Have you facilitated/participated in any of the following out-of-school-time programs? Select all that apply. (n=423)



Note: Respondents could select more than one option; therefore, totals exceed 100%.

Figure 3.12

Please indicate your level of satisfaction with the following out-of-school-time program(s):

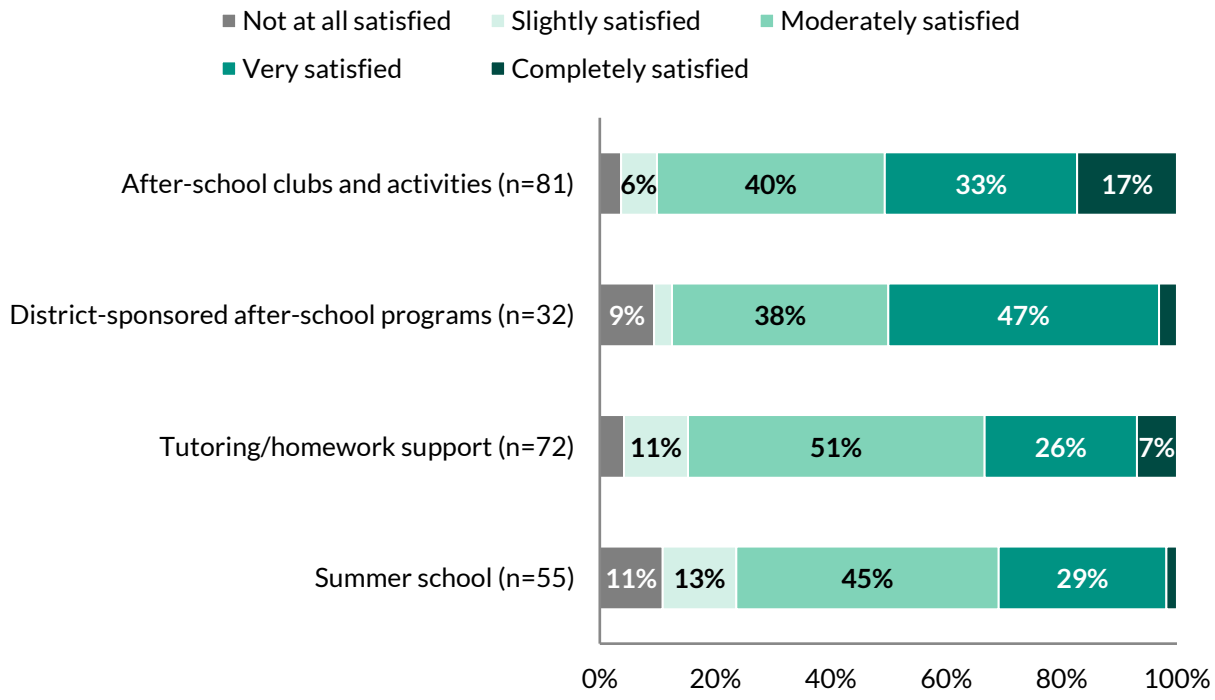


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Figure 3.13

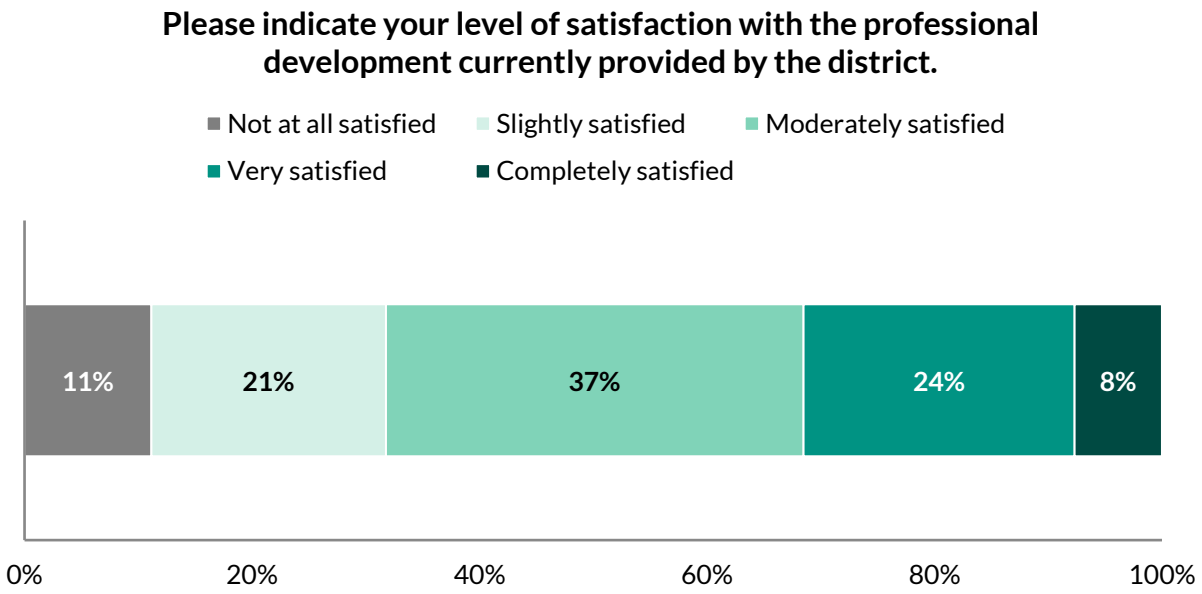

Figure 3.14

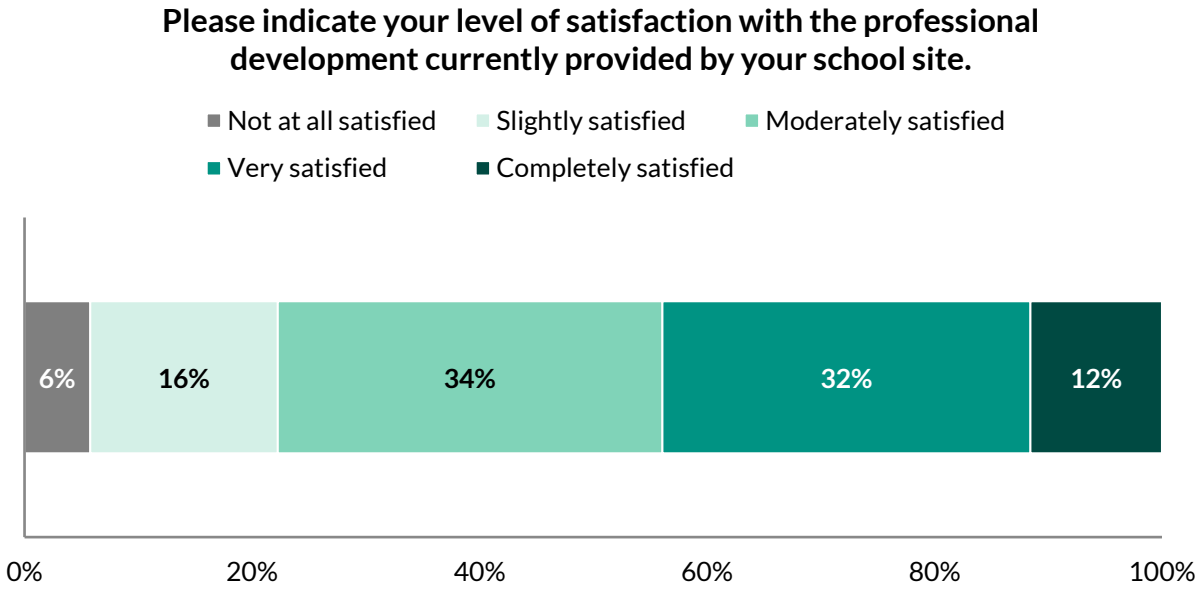

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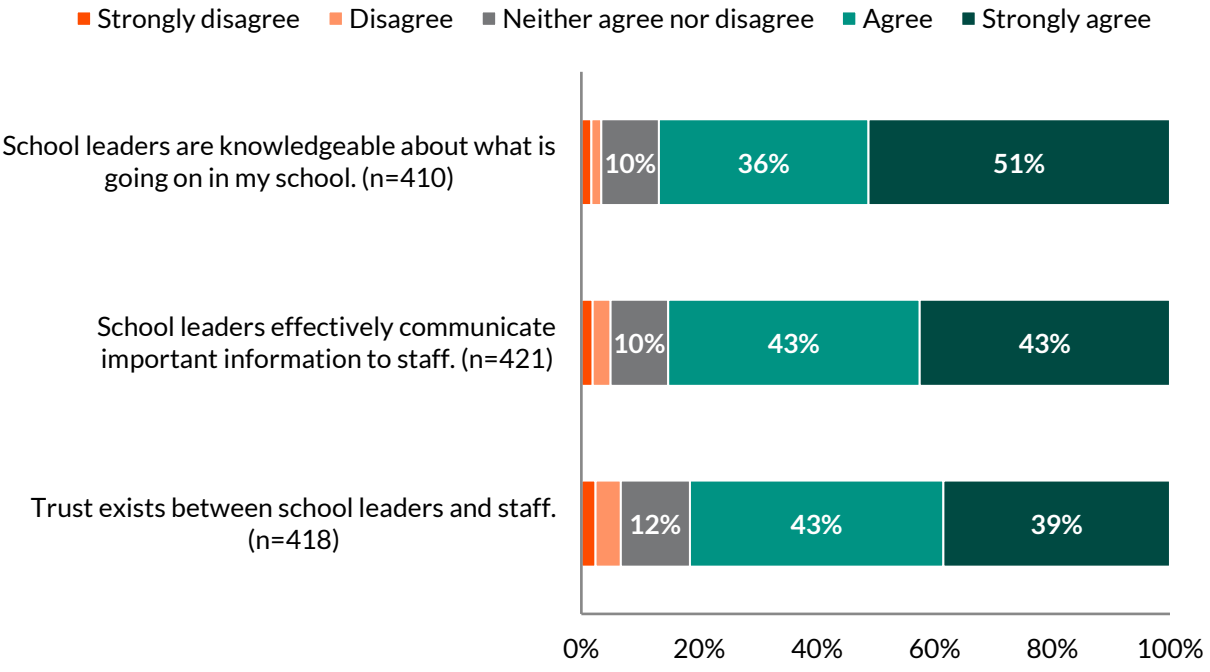
Figure 3.15

Please indicate your level of satisfaction with the optional professional development you attended.

Figure 3.16

Please indicate your agreement with the following statements regarding staff/leadership relationships.



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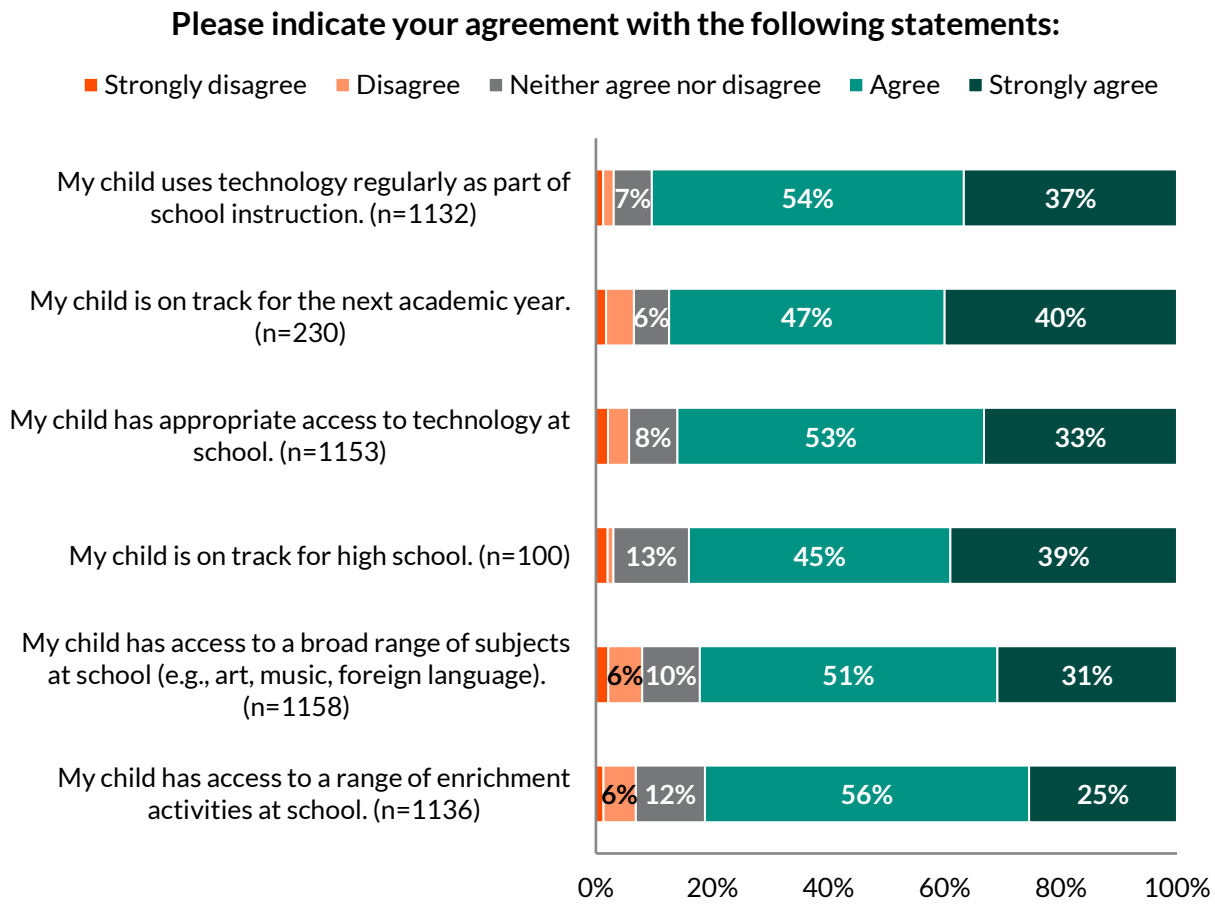
SECTION IV: 21ST CENTURY SKILLS AND COLLEGE AND CAREER READINESS

In this section, Hanover examines respondent feedback related to college and career readiness, access to instructional technology, and enrichment activities.

PARENT RESULTS

Figure 4.1



Note: Question regarding high school only asked of 6th, 7th, and 8th Grade parents; question regarding college and/or career success asked only of 8th Grade parents.

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Figure 4.2

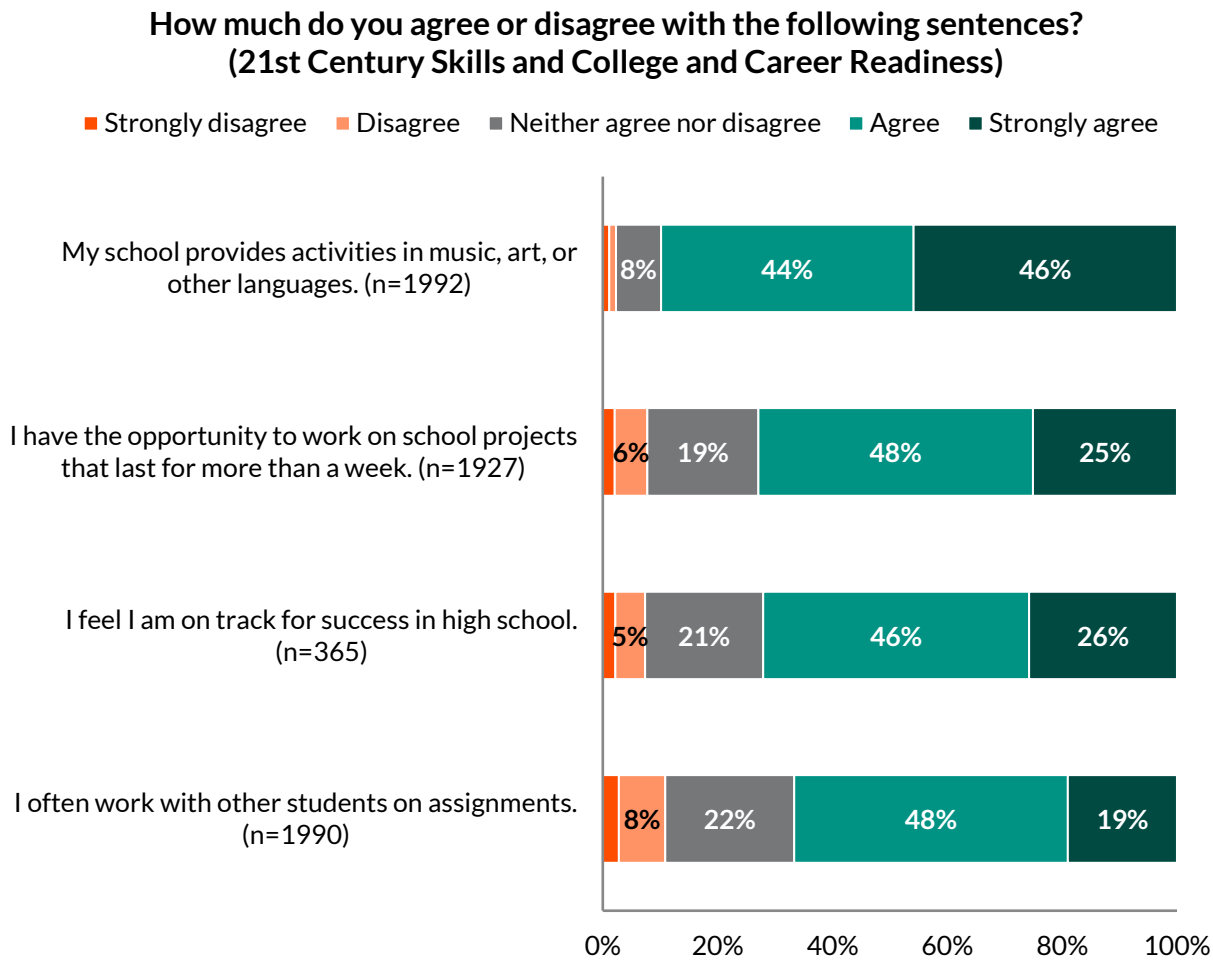

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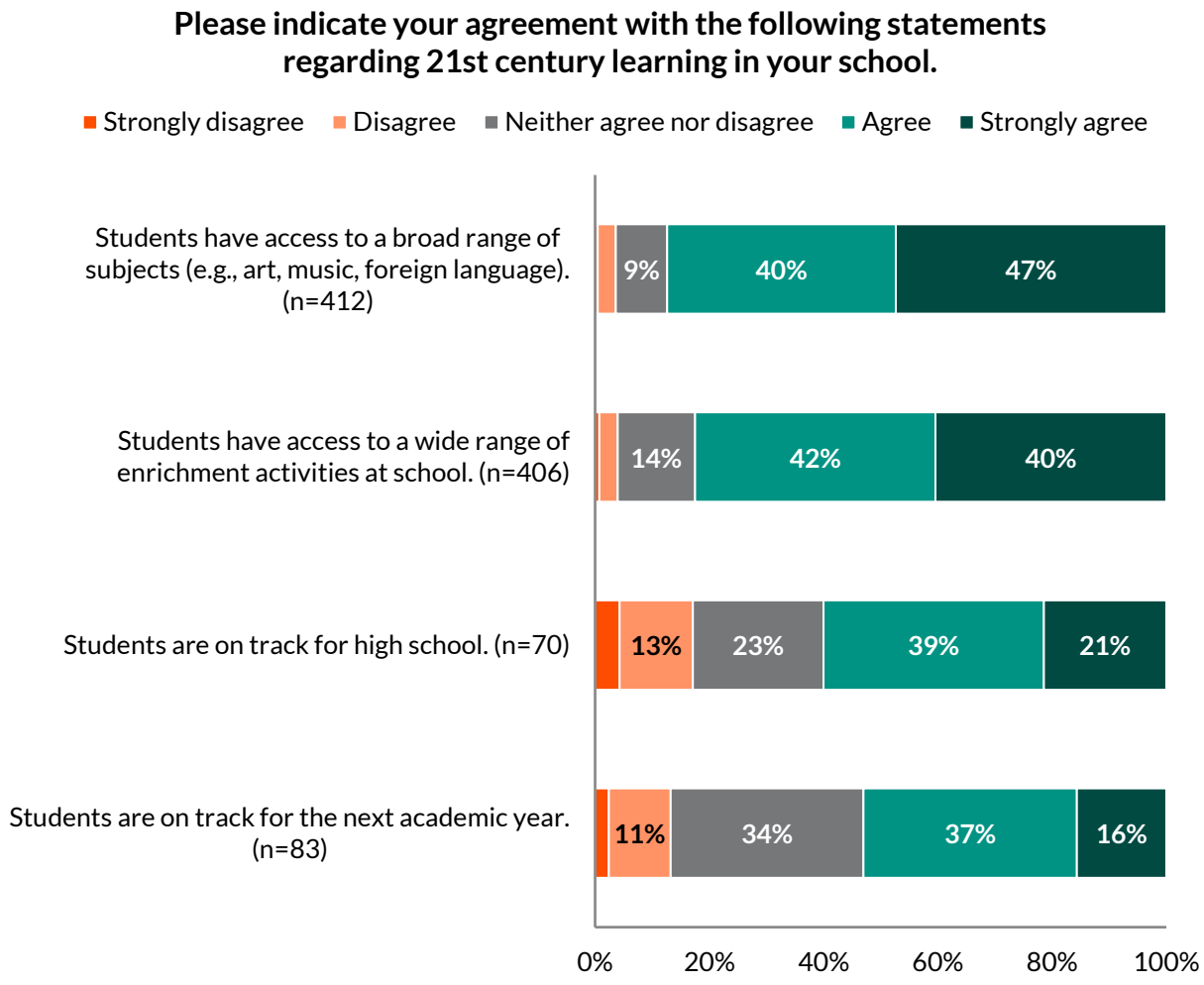
Figure 4.3



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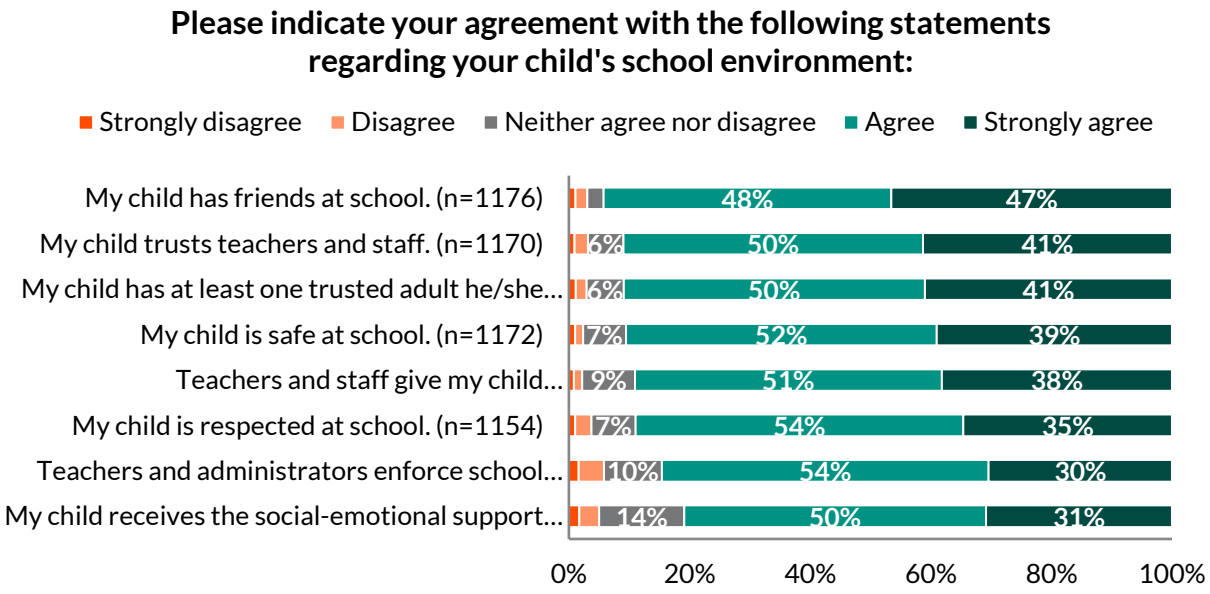
SECTION V: SCHOOL ENVIRONMENT

This section examines the responses from students, parents, and staff related to the school environment, including peer relationships, school safety, and support from school staff.

PARENT RESULTS

Figure 5.1



©2025 Hanover Research

Figure 5.2

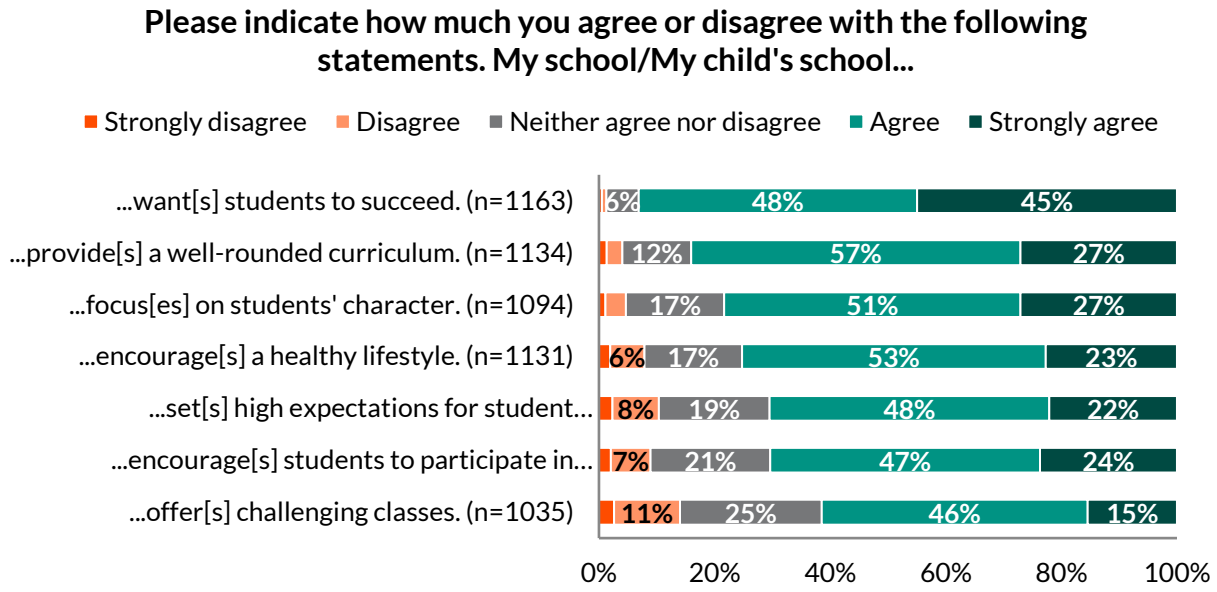


Figure 5.3

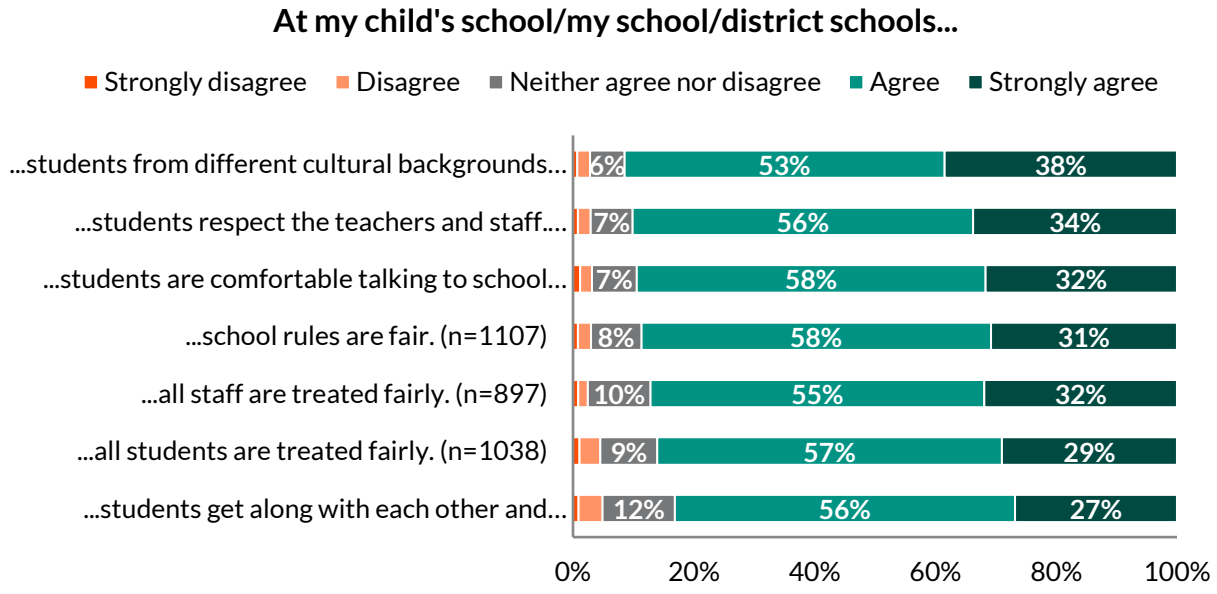


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Figure 5.4

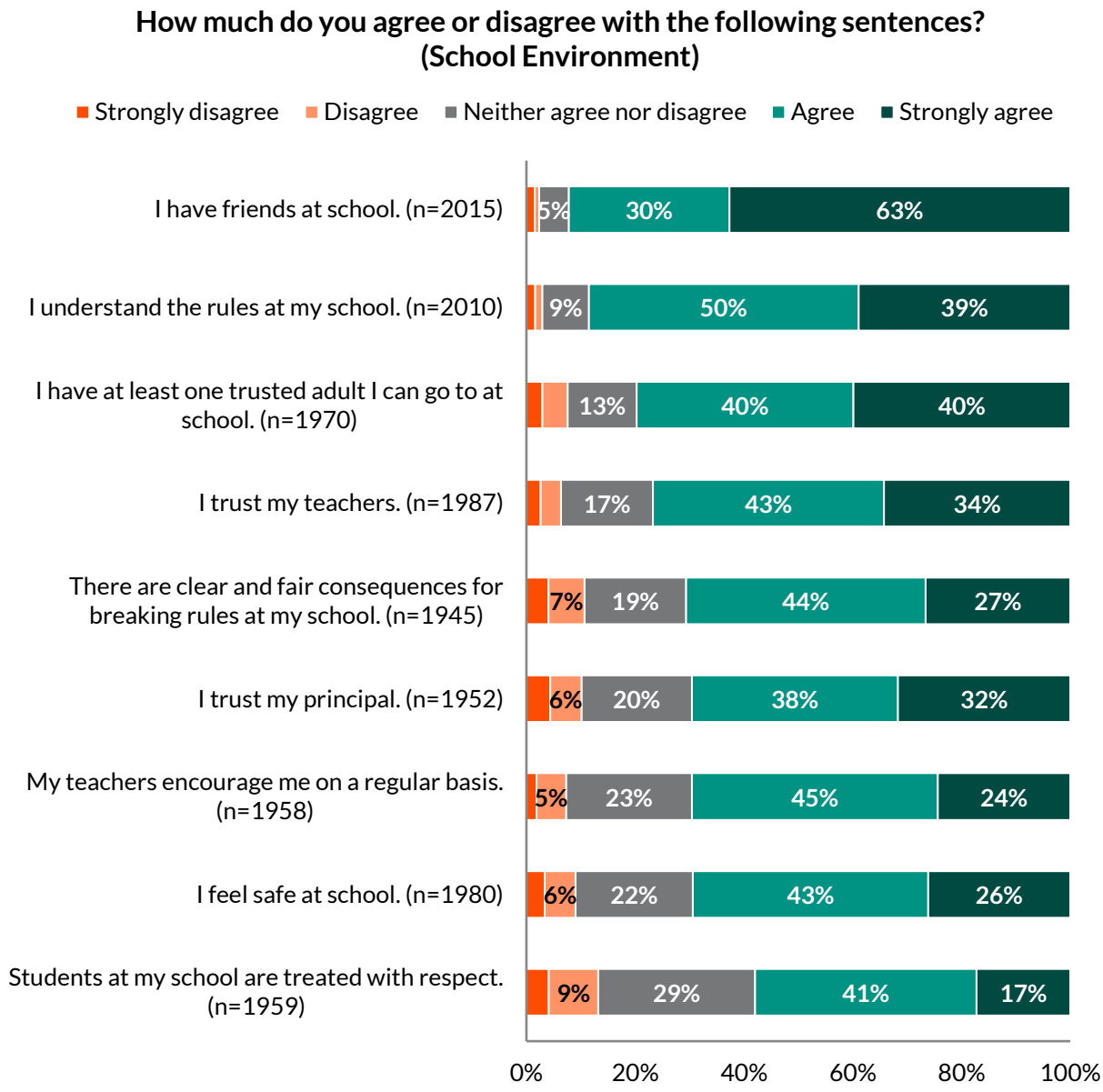

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Figure 5.5

Please indicate how much you agree or disagree with the following statements. My school/My child's school...

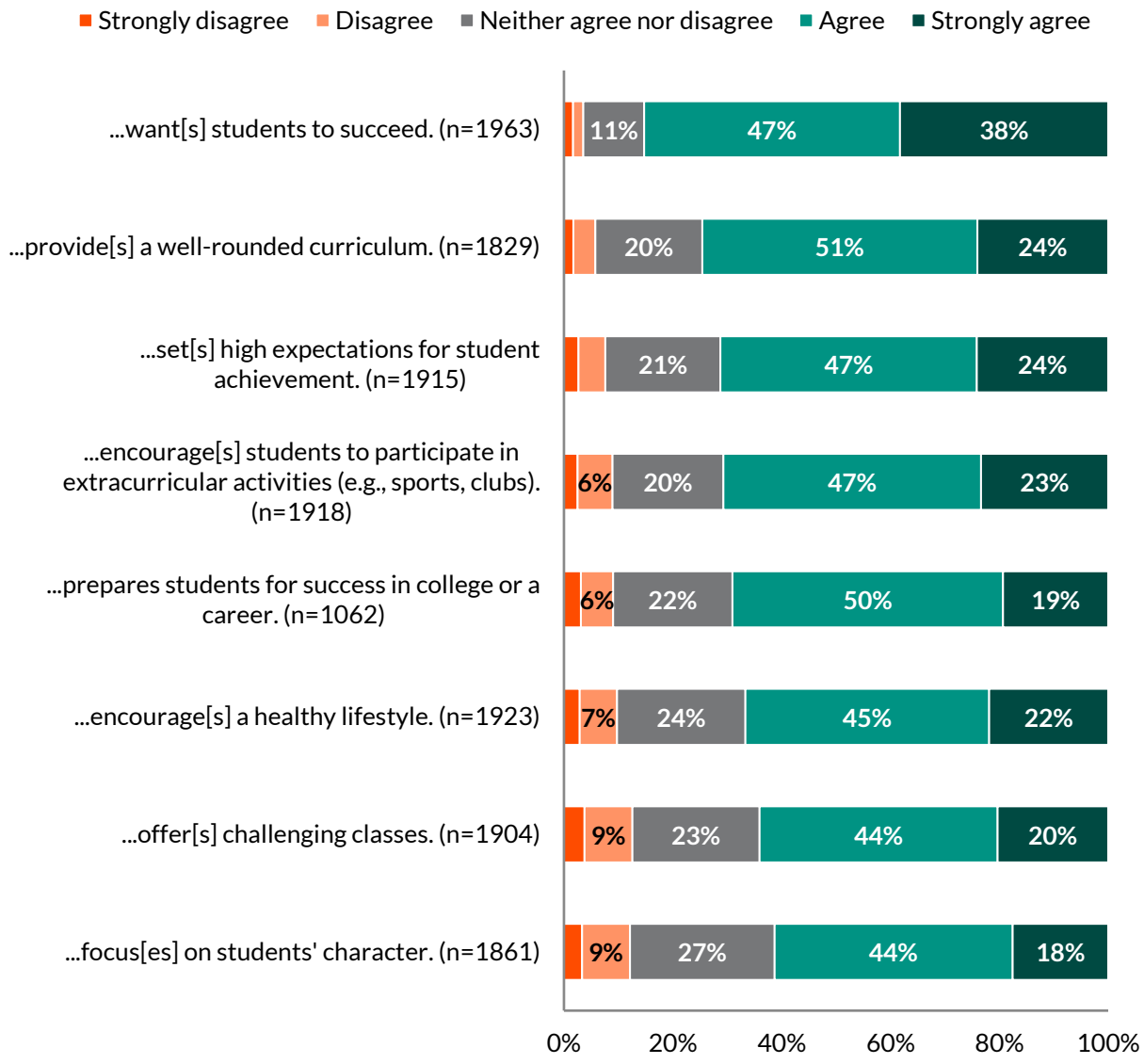

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Figure 5.6

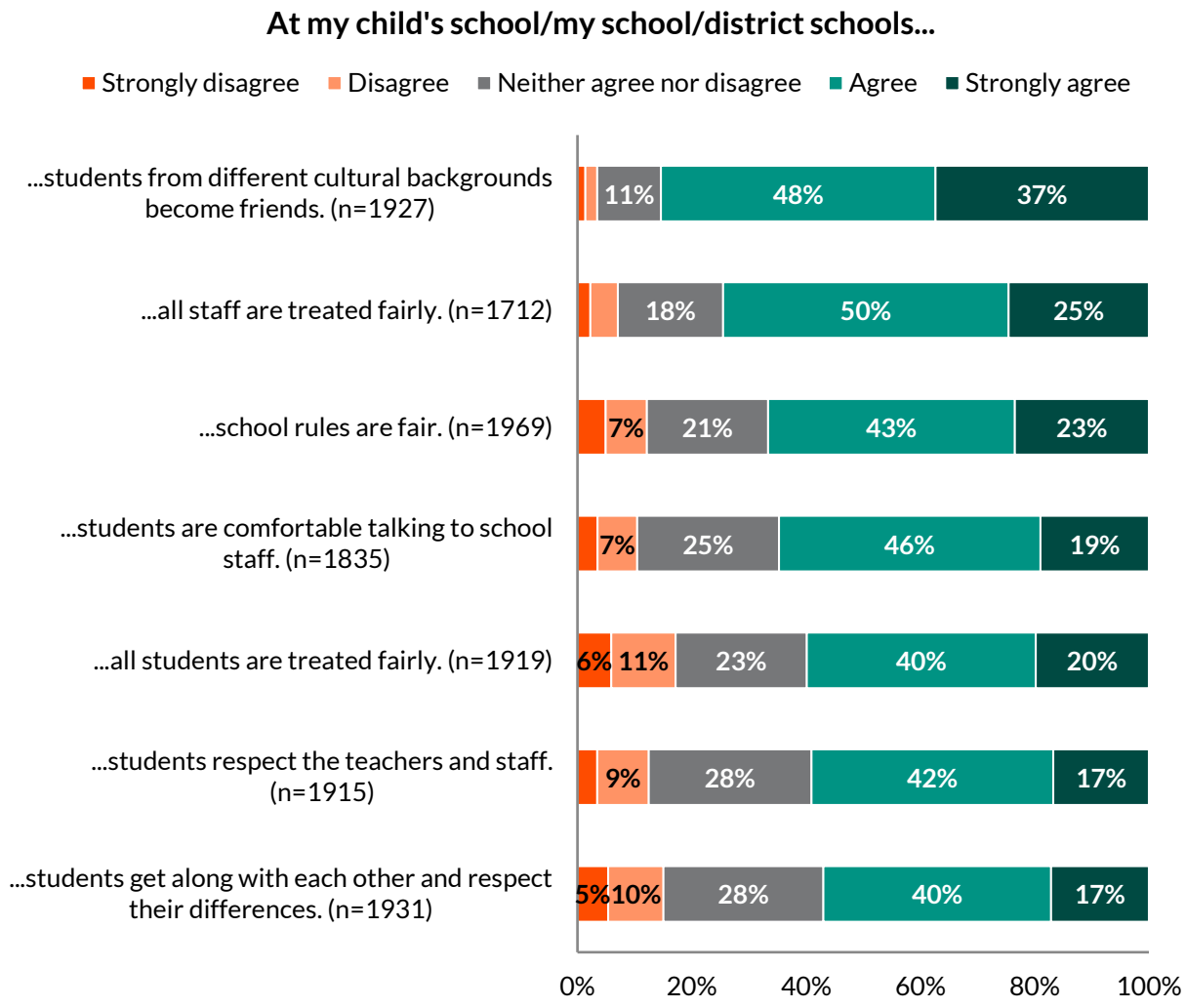

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Figure 5.7

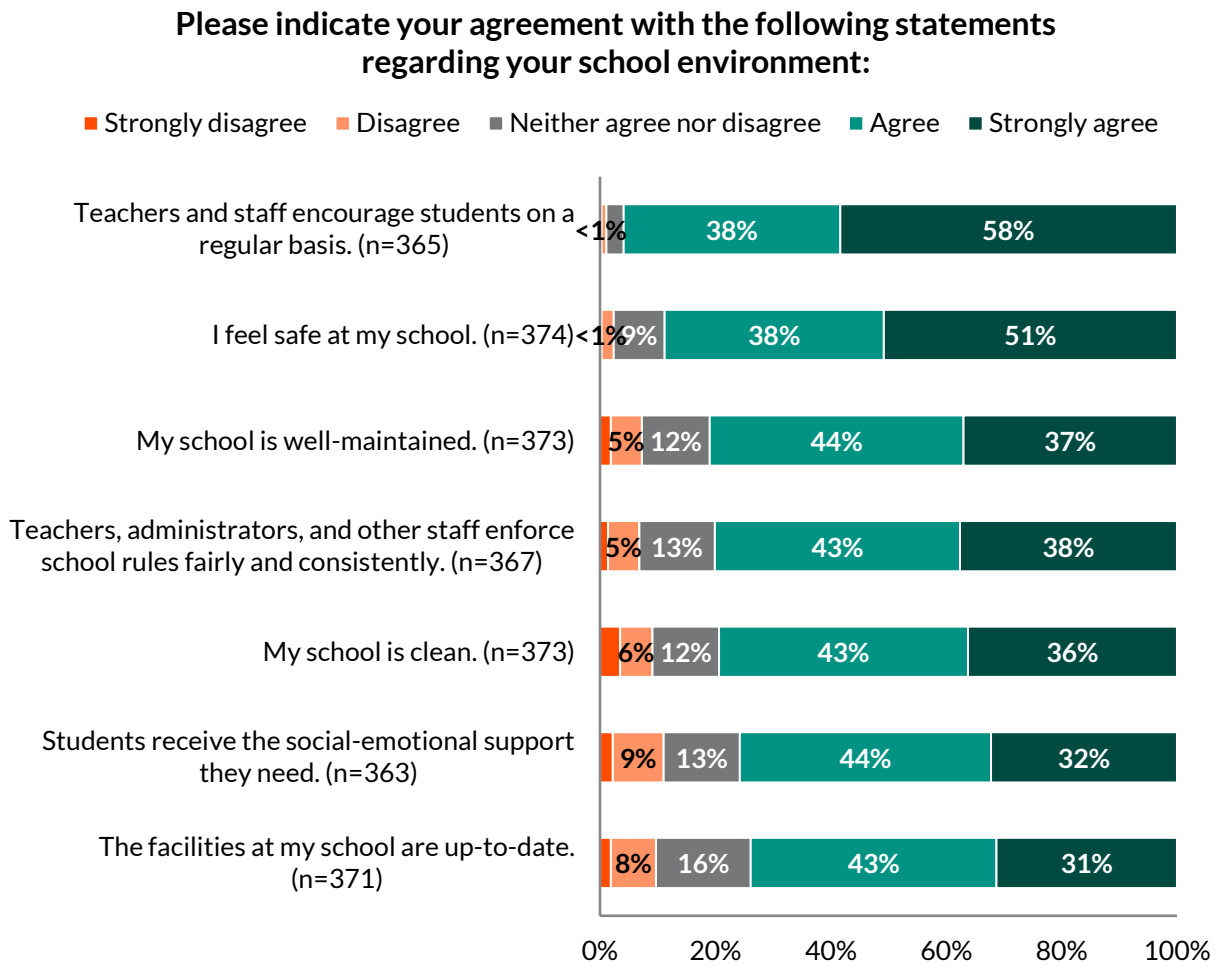

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Figure 5.8

Please indicate how much you agree or disagree with the following statements. My school/My child's school...

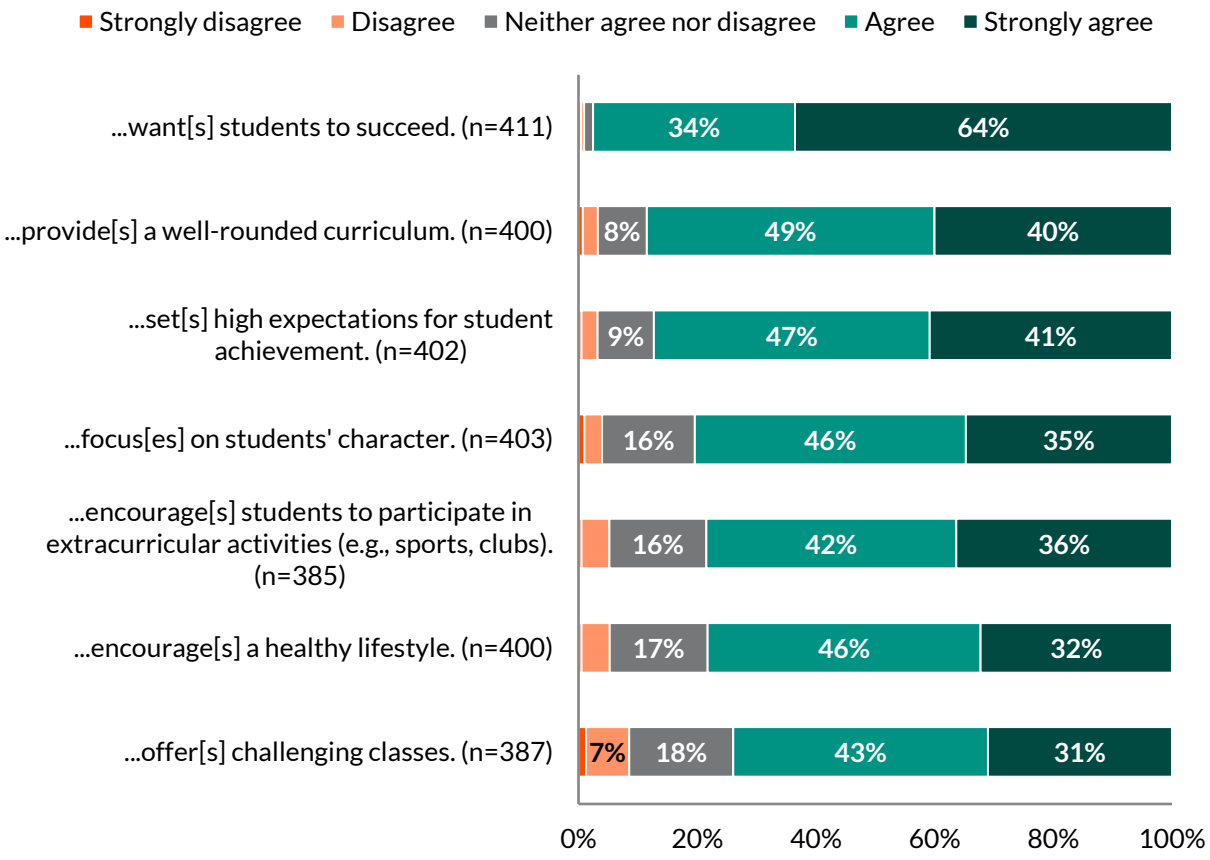

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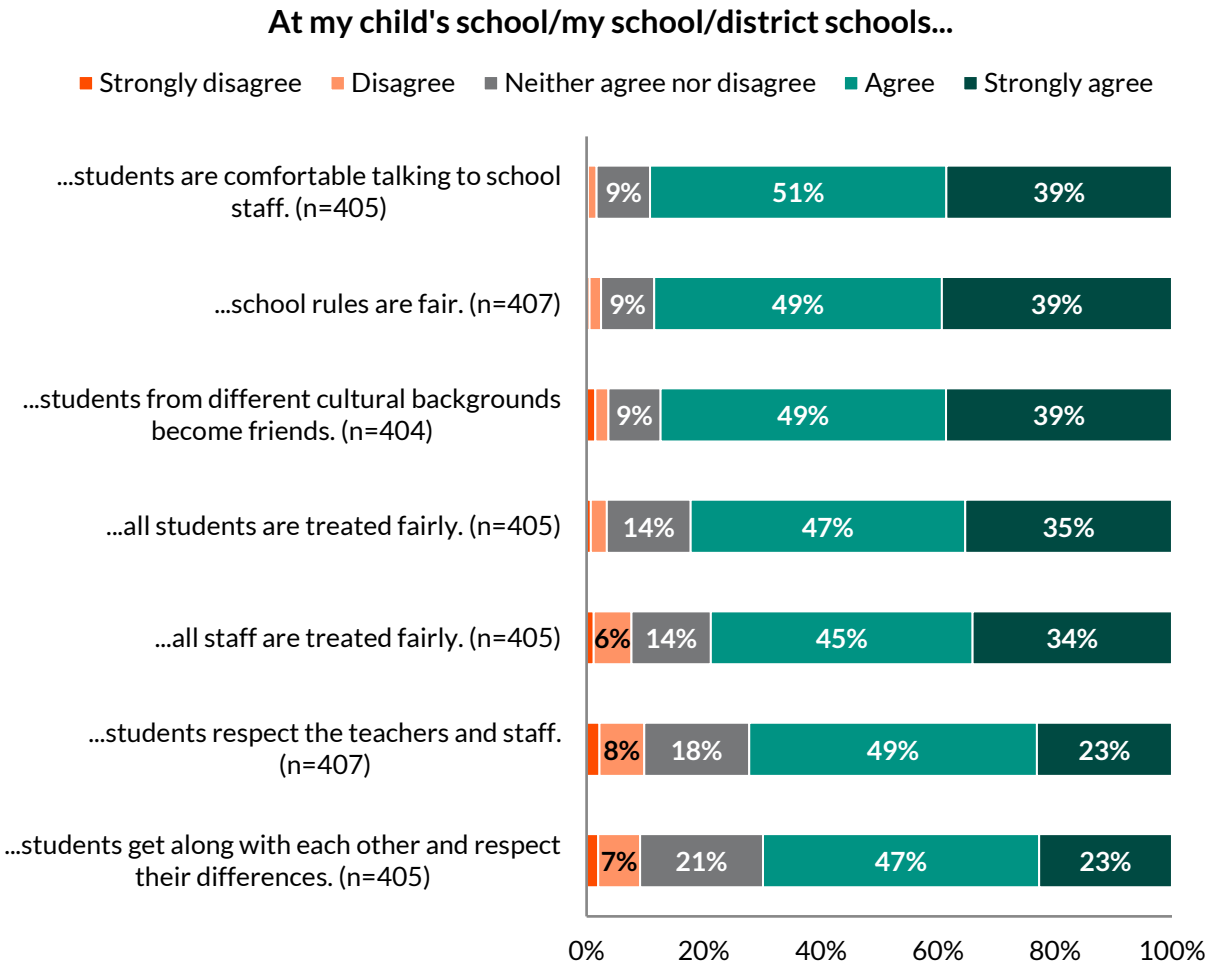
Figure 5.9



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SECTION VI: OVERALL SCHOOL ENGAGEMENT

This section of the report examines staff and parental engagement with their school, including parent satisfaction with events, parent preferences for communication, barriers to parental involvement, and staff perceptions of influence in school decisions.

PARENT RESULTS

Figure 6.1

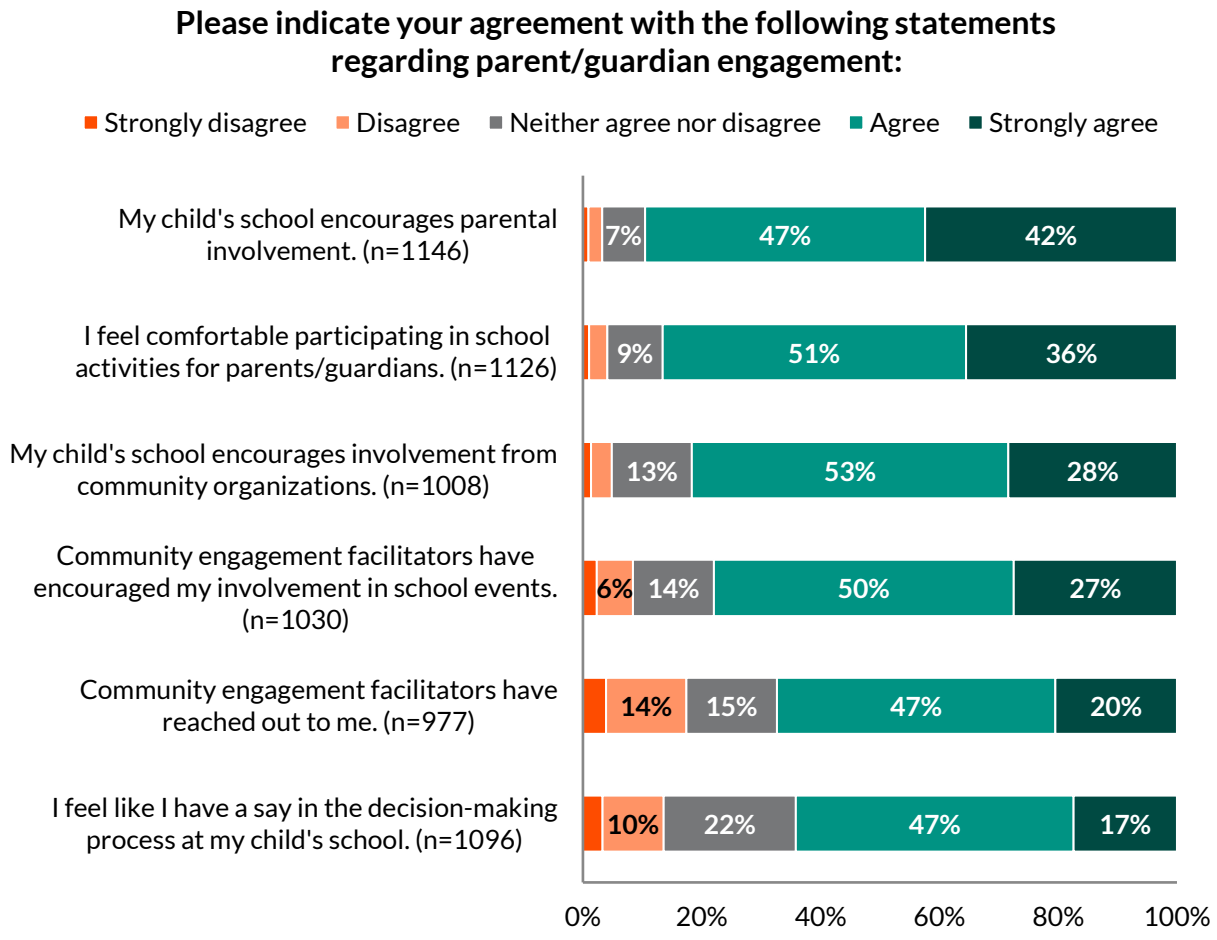

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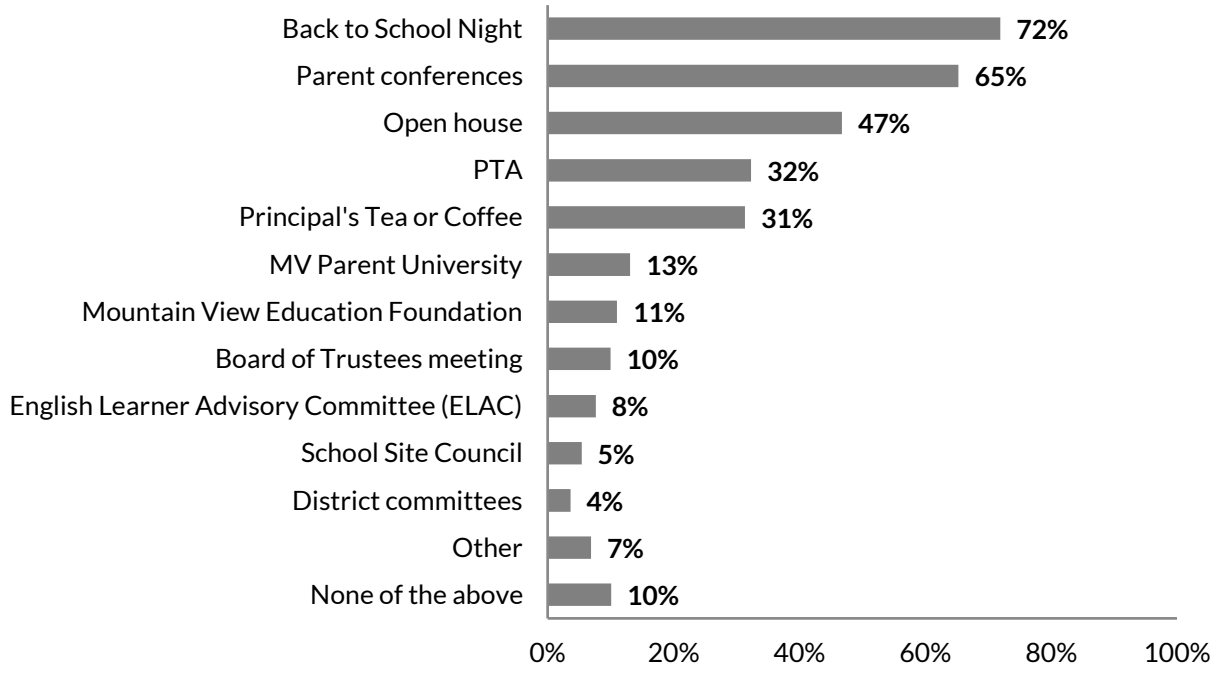
Figure 6.2

In which of the following events/organizations have you participated in the last 12 months? Please select all that apply. (n=1161)



Note: Respondents could select more than one option; therefore, totals exceed 100%.

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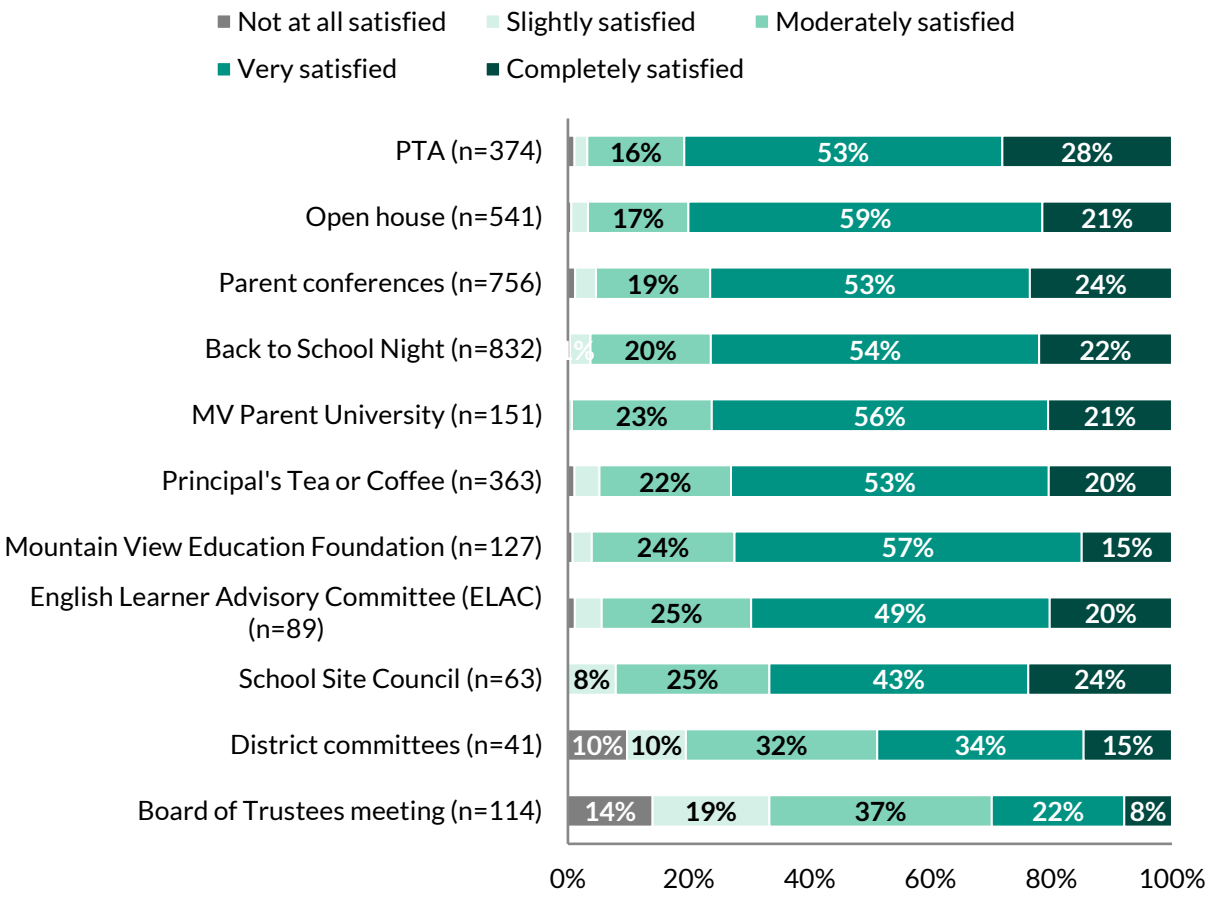
Figure 6.3

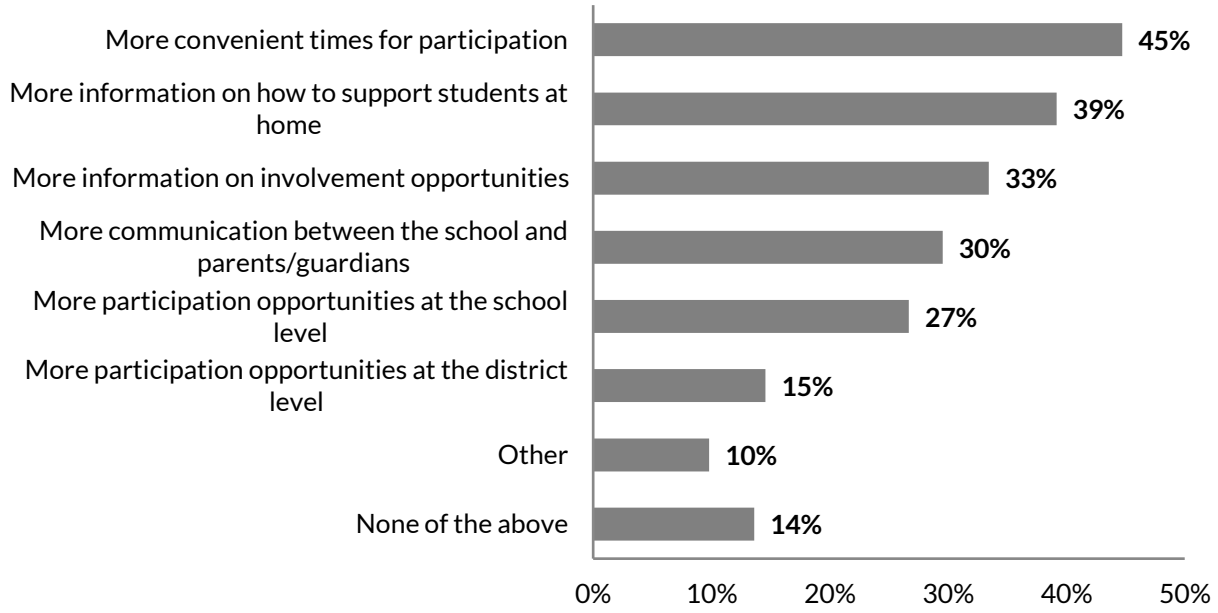
Please indicate your level of satisfaction with the following parent event(s):



Note: Satisfaction questions were asked of respondents who indicated participation in the corresponding events.

Figure 6.4

What would help parents/guardians become more involved at MVWSD? Select all that apply. (n=1154)



Note: Respondents could select more than one option; therefore, totals exceed 100%.

Figure 6.5

What is the biggest obstacle to you getting the information you need about your child's school/MVWSD? (n=1149)

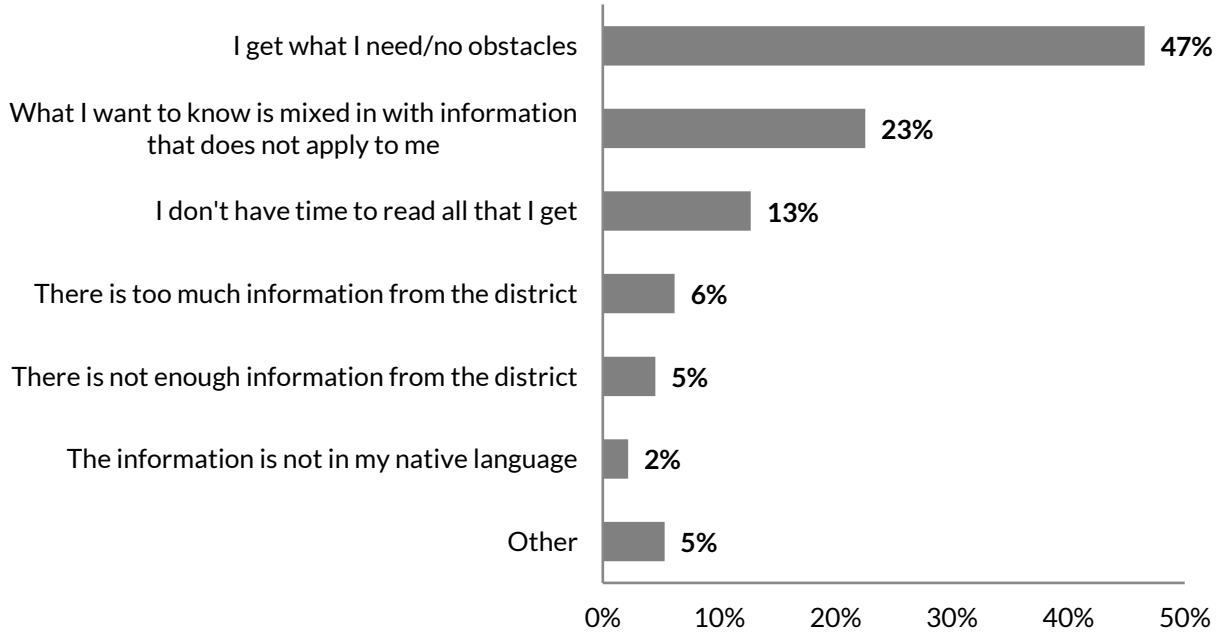


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Figure 6.6

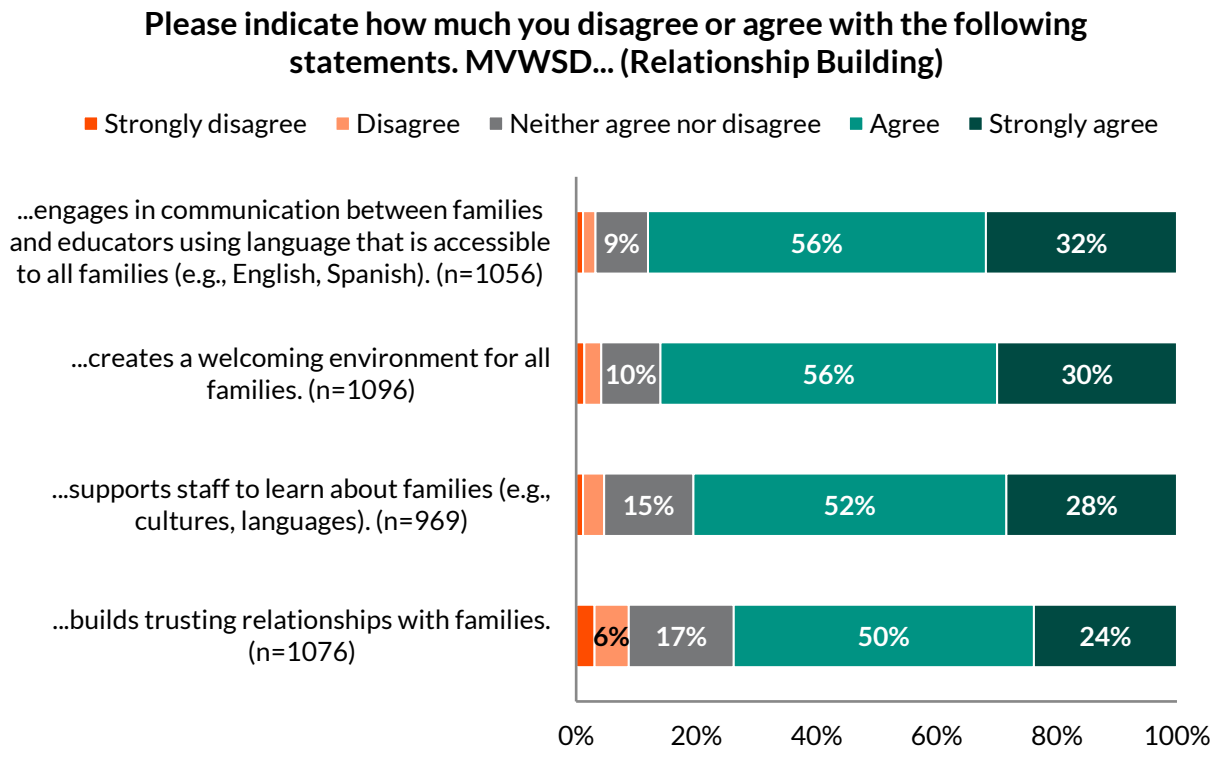

Figure 6.7

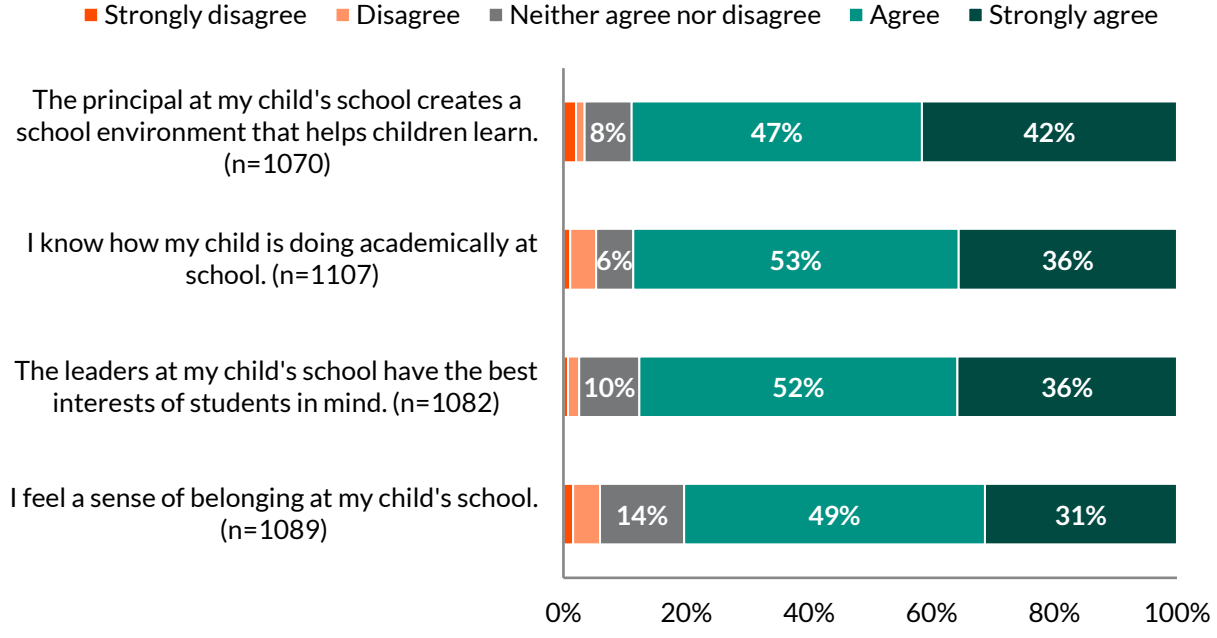

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Figure 6.8

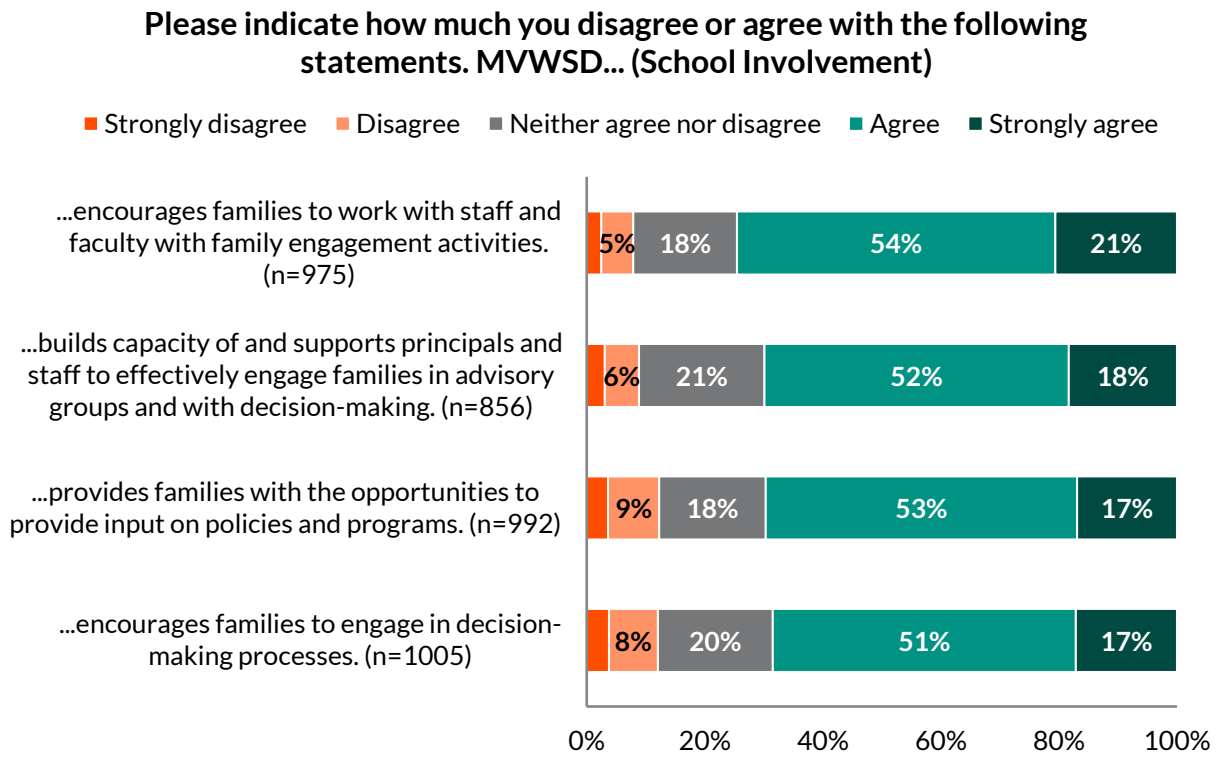

Figure 6.9

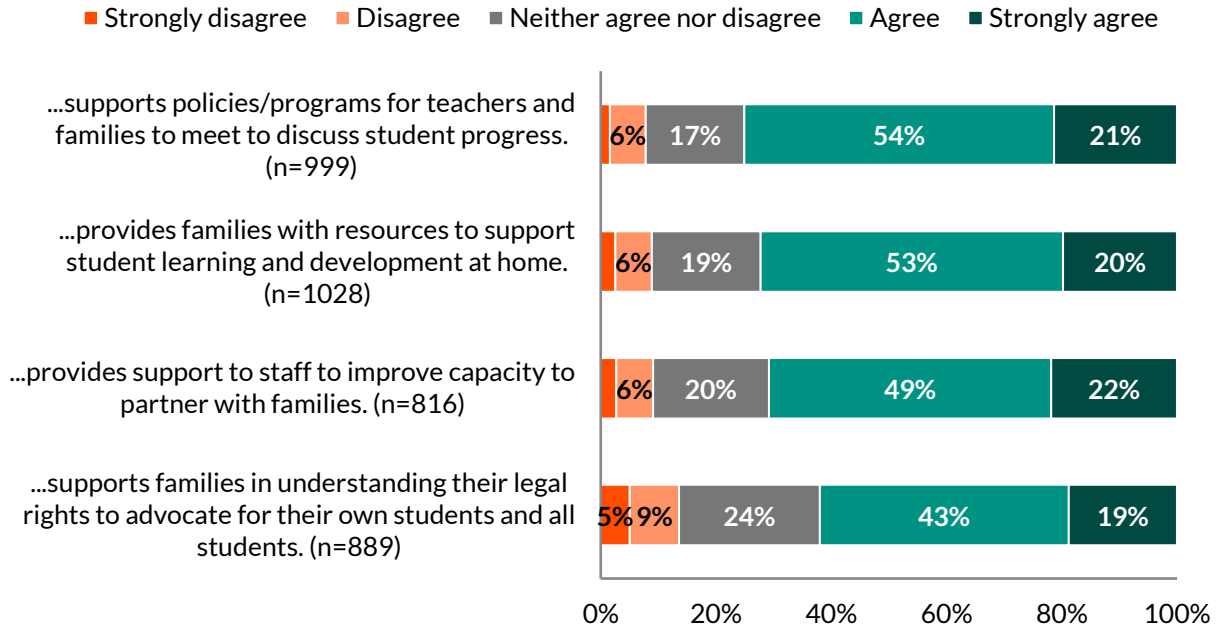

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Figure 6.10

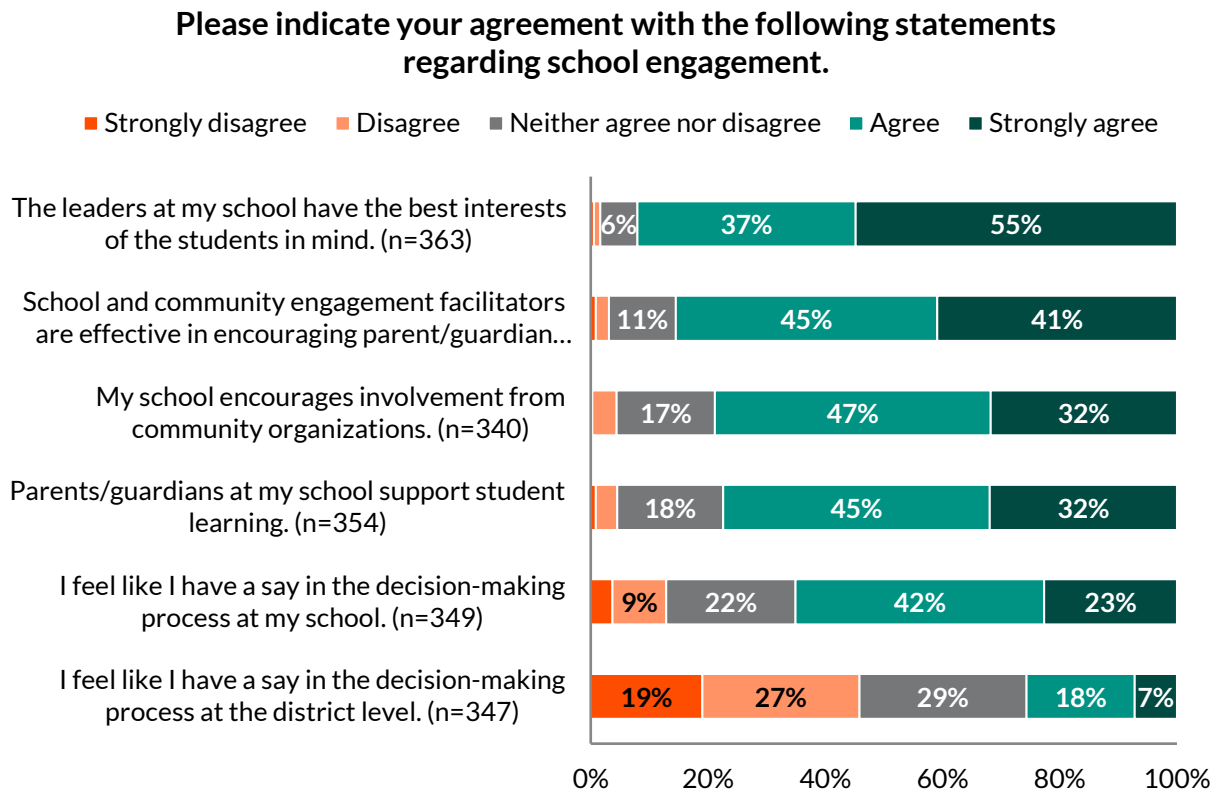

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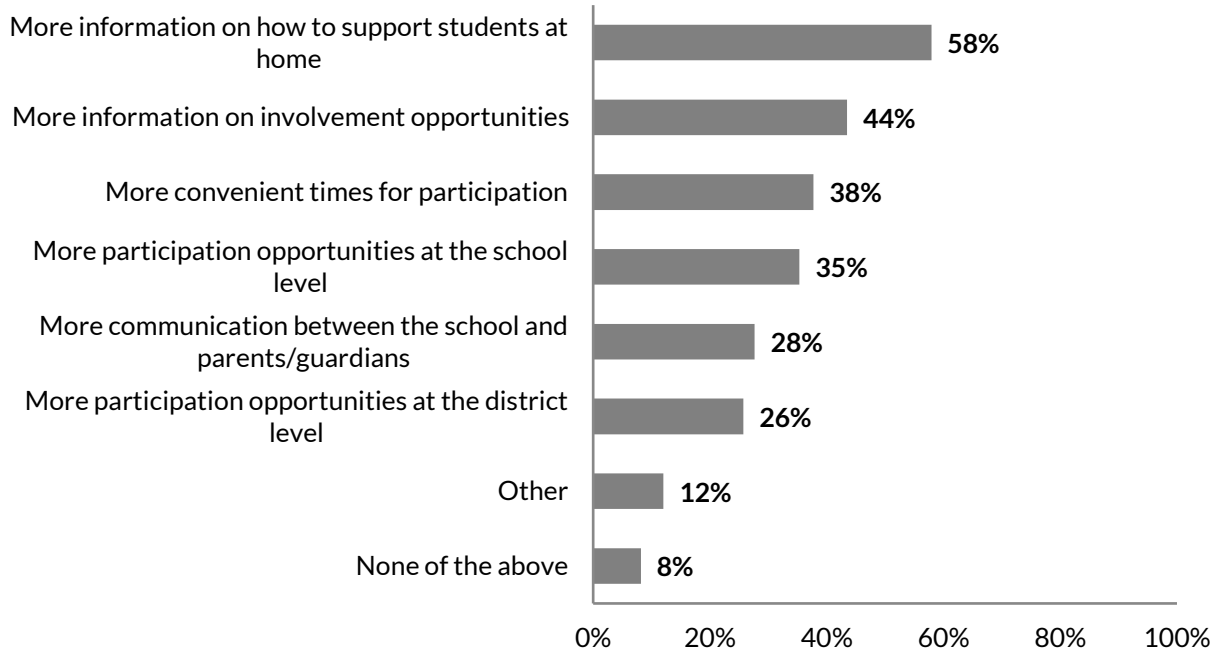
Figure 6.11

What would help parents/guardians become more involved at MVWSD? Select all that apply. (n=416)



Note: Respondents could select more than one option; therefore, totals exceed 100%.

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Figure 6.12

Please indicate how much you disagree or agree with the following statements. MVWSD... (School Involvement)

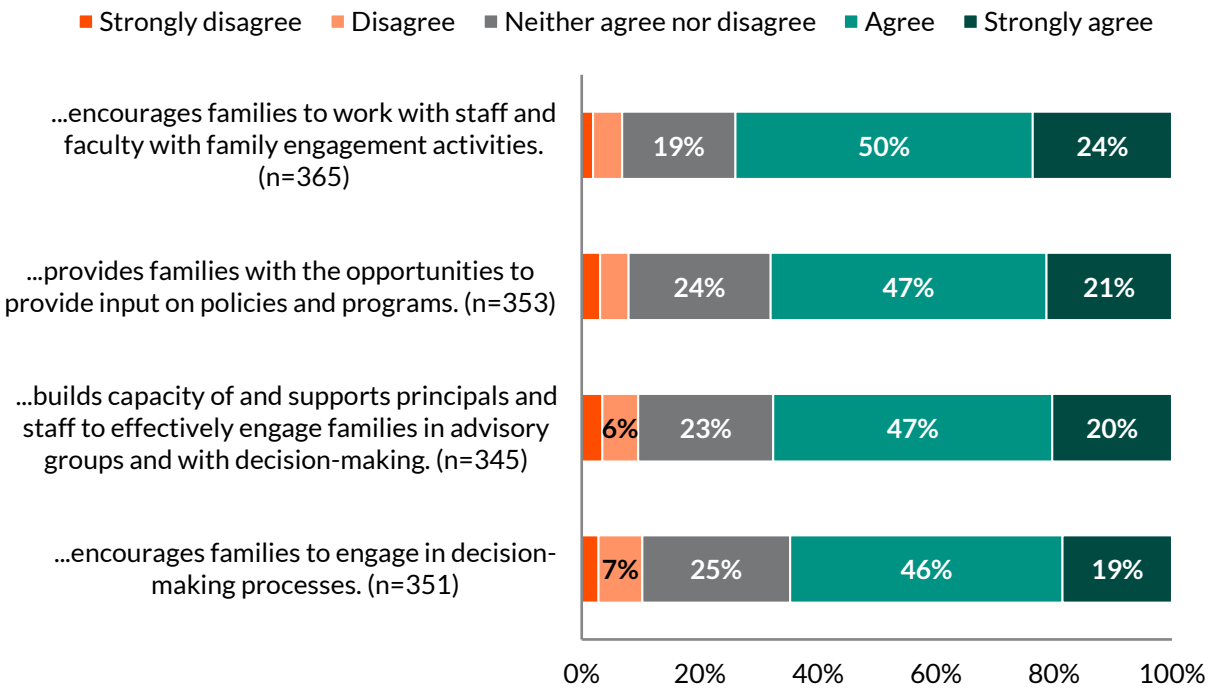

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Figure 6.13

Please indicate how much you disagree or agree with the following statements. MVWSD... (Familial Support)

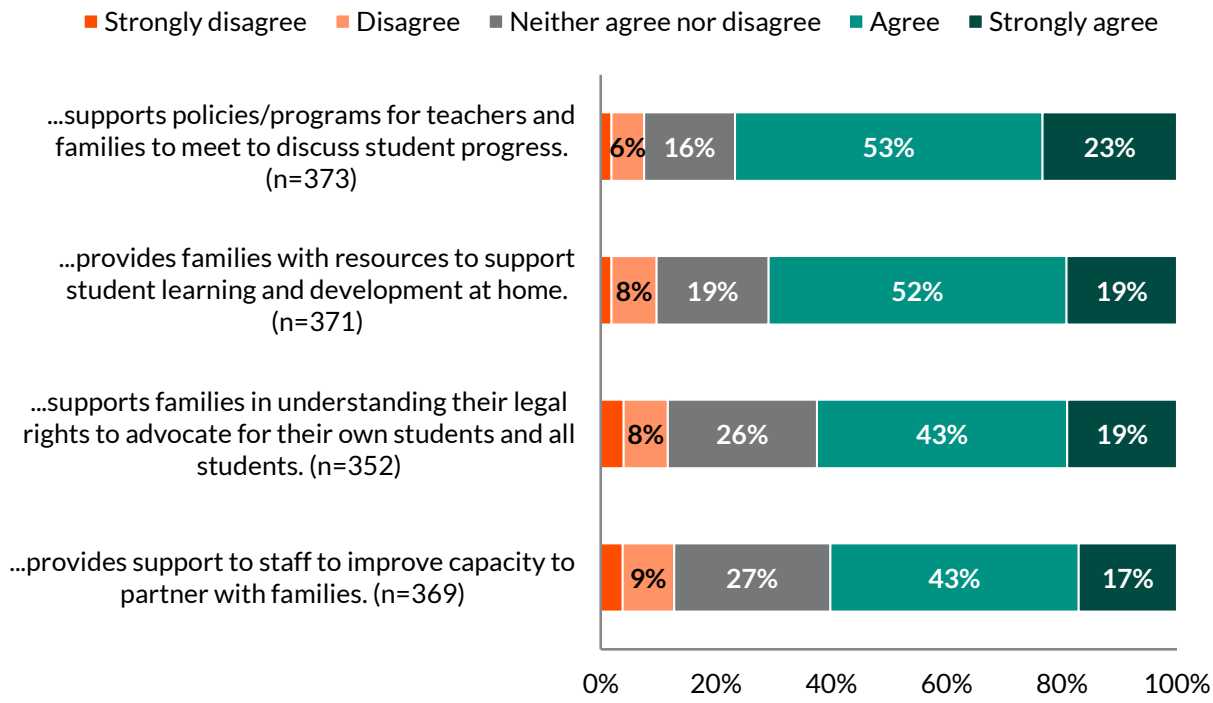

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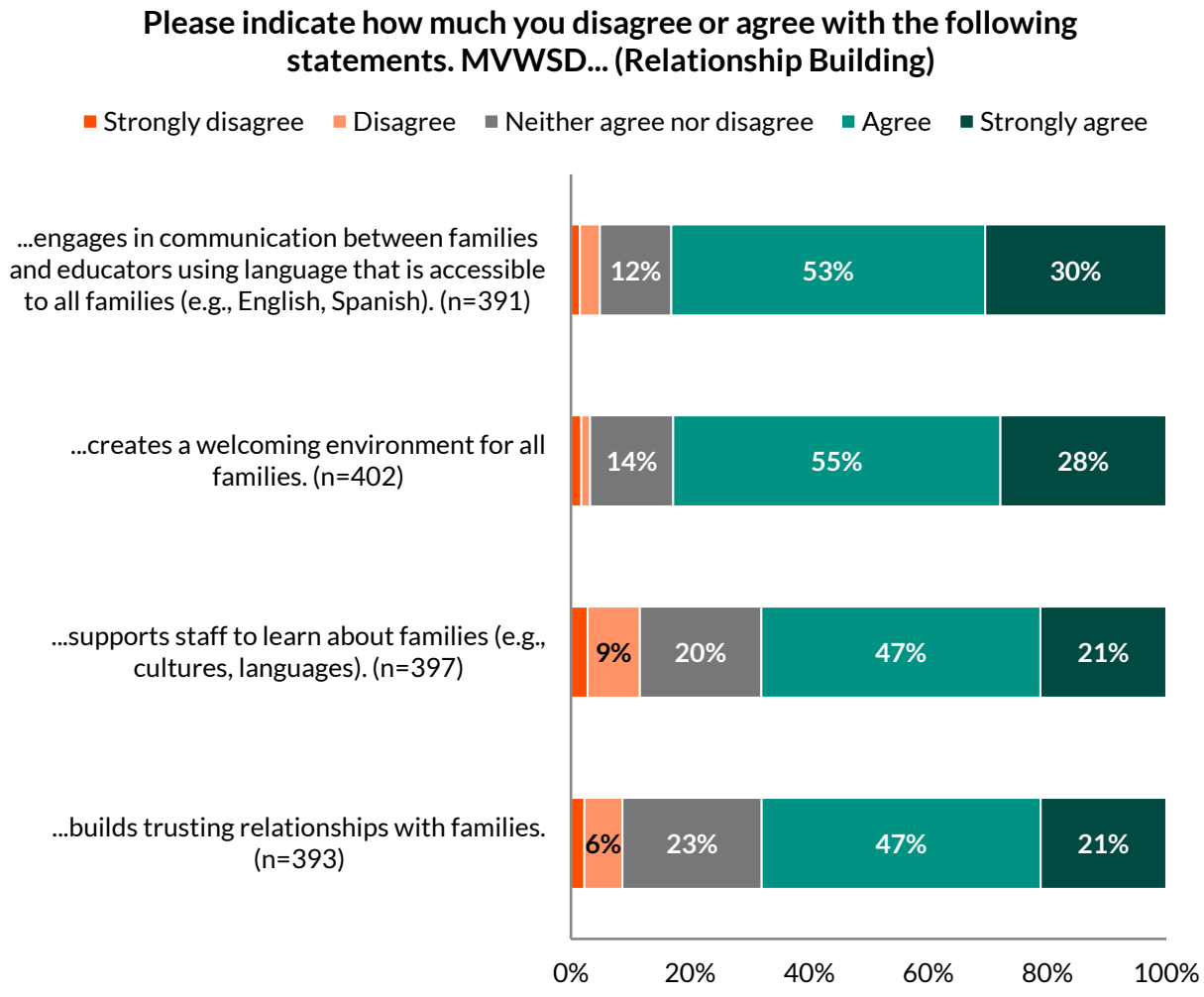
Figure 6.14



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ABOUT HANOVER RESEARCH

Hanover Research provides high-quality, custom research and analytics through a cost-effective model that helps clients make informed decisions, identify and seize opportunities, and heighten their effectiveness.

OUR SOLUTIONS

ACADEMIC SOLUTIONS

- **College & Career Readiness:**
  Support on-time student graduation and prepare all students for post-secondary education and careers.
- **Program Evaluation:**
  Measure program impact to support informed, evidence-based investments in resources that maximize student outcomes and manage costs.
- **Safe & Supportive Environments:**
  Create an environment that supports the academic, cultural, and social-emotional needs of students, parents, and staff through a comprehensive annual assessment of climate and culture.

ADMINISTRATIVE SOLUTIONS

- **Family and Community Engagement:**
  Expand and strengthen family and community relationships and identify community partnerships that support student success.
- **Talent Recruitment, Retention & Development:**
  Attract and retain the best staff through an enhanced understanding of the teacher experience and staff professional development needs.
- **Operations Improvement:**
  Proactively address changes in demographics, enrollment levels, and community expectations in your budgeting decisions.

LEADERSHIP SOLUTION

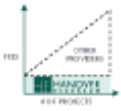
Build a high-performing administration that is the first choice for students, parents, and staff.

OUR BENEFITS

EXPERT
200+ analysts with multiple methodology research expertise

FLEXIBLE
Ongoing custom research agenda adapts with organizations' needs

DEDICATED
Exclusive account and research teams ensure strategic partnership



EFFICIENT
Annual, fixed-fee model shares costs and benefits

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Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: (Action) Public Records Request Management Platform- Just FOIA

Estimated Time:

Person Responsible: Jeffrey Baier, Superintendent

Background:

Overview of Need

The Superintendent's Office and Public Information Office (PIO) require a technology solution to streamline the processing of California Public Records Act (PRA) requests. Since January 1, 2025, MVWSD has fulfilled 192 PRA requests, involving the review of thousands of documents and significant staff time. A centralized platform is needed to reduce errors, accelerate response times, and provide a more transparent, customer-focused public interface.

Project Overview

To address these needs, MVWSD released a public Request for Proposals (RFP) on April 29, 2025, seeking a digital platform to manage PRA requests from intake through fulfillment. The system must support legal compliance, enable redaction and review tools, and provide a public-facing portal for transparency. The RFP closed on May 9, 2025.

Vendor Evaluation

Six providers were invited to bid, and three submitted proposals. Logikcull and Everlaw declined to bid because they stated the request was under the required bid limit.

Key features required of all vendors included:

- Receive PRA requests and deliver responsive documents electronically.
- Support internal workflow management and collaboration.
- Facilitate tracking, auditing, and reporting through analytics tools.
- Enable secure storage and efficient organization of documents.
- Offer integrated support for email attachments and large files.
- Provide advanced de-duplication of documents.
- Allow filtering by metadata (date, sender, recipient, etc.).
- Integrate seamlessly with Google Vault (or provide alternatives if direct integration is limited).
- Tag documents as responsive or non-responsive.
- Provide batch redaction tools.
- Offer a public-facing portal for posting fulfilled PRA requests.

Cost Comparison

JustFOIA – $8,250

NextRequest – $23,076 (Year 1), $10,788 annually thereafter

GovQA – $27,697

Fiscal Implication:
Not to exceed $9,000 for 2025

Recommended Action:
JustFOIA met all functional requirements and offered the most competitive pricing. The platform provides robust features for significantly less than competing vendors. It is recommended that the Board of Trustees approve the service agreement for JustFOIA.

ATTACHMENTS:

Description	Type	Upload Date
JustFOIA's Response to MVWSD RFP	Backup Material	5/22/2025

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: JustFOIA

***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. (Approved Vendor)
- ☐ **$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:	May 20, 20 25	Date:	May 20, 20 25
Print Name:	Shelly Hausman	Print Name:	Jeffrey Baier
Print Title:	Public Information Officer	Print Title:	Superintendent

For Department:

Checklist not required for school sites

justfoia
an MCCi brand

Public Records Requests Management Platforms Proposal

Mountain View Whisman School District

Issued: May 8, 2025

Valid for 90 days

Shelly Hausman
Public Information Officer
Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA 94043

Dear Shelly Housman,

Thank you for considering JustFOIA in your search for a Public Records Request Management Platform. We're excited about the opportunity to support your organization with a modern, secure, and scalable platform designed specifically for government transparency and compliance.

Long-Term Partnership & Support
From implementation to ongoing optimization, we're with you every step of the way. Our Delivery Team provides live training and ensures your system is tailored to your unique processes. After go-live, you'll be supported by our dedicated Technical Support and Client Success Teams for long-term success.

Ongoing Training Access
Your team will have full access to our on-demand Learning Management System (LMS), offering educational videos and resources to support continuous learning—at no additional cost.

Trusted Government Security
JustFOIA is deployed exclusively on Microsoft Azure Government Cloud—the gold standard in government security infrastructure. As a certified SOC 2 organization, we uphold the highest standards in security, privacy, and transparency.

Unlimited Users, No Extra Fees
Whether it's administrators, power users, or general users, your agency can onboard as many team members as needed without worrying about user licensing fees.

Flexible & Configurable Beyond FOIA
JustFOIA goes beyond public records. Many of our clients use the platform to manage subpoenas, intra-district transfers, applications, student records, and more. Dynamic field recognition and keyword routing make the intake process smarter and more efficient.

Your Voice Shapes Our Platform
Client feedback drives our product roadmap. You'll have a direct voice in shaping future enhancements and features through collaboration with our Product and QA Teams.

If you have any questions or would like further information, please don't hesitate to contact me directly.

Sincerely,

Chris Di Blasi
Solution Consultant
850.757.7251 | chrisd@justfoia.com

EXECUTIVE SUMMARY

OUR PROPOSAL

Thank you for the opportunity to respond to your RFP for a Public Records Requests Management Platform with **JustFOIA**, the most trusted public records request management platform in education and local government. JustFOIA was designed from the ground up to simplify and automate the entire Public Records Act (PRA) process—from intake to fulfillment—while ensuring full compliance with legal timelines and requirements. Below is a summary of how JustFOIA fully meets and exceeds your listed requirements:

Comprehensive PRA Workflow Automation

- **Streamlined Intake & Fulfillment**: Receive and respond to PRA requests directly through a configurable public-facing portal with secure, electronic document delivery.
- **Full Legal Compliance**: Built-in reminders, alerts, and task assignments ensure deadlines are met and legal obligations are tracked.
- **Secure Internal Collaboration**: Assign tasks, track progress, and communicate within the platform to maintain transparency and accountability.

Document Review, Redaction & Fulfillment

- **Batch & Auto Redaction**: Redact manually or automatically using pattern-matching (e.g., SSNs, emails) with audit-trail logging and exemption code tagging.
- **Responsive/Non-Responsive Tagging**: Quickly sort and classify documents for inclusion or exclusion.
- **Advanced De-Duplication**: Identify and eliminate redundant documents to reduce review time.

Smart Organization & Secure Storage

- **Metadata Filtering**: Filter by sender, recipient, date, file type, and more for faster review.
- **Attachment & Large File Handling**: Supports bulk uploads, email attachments, and large files without performance issues.
- **Secure Cloud-Based Storage**: Role-based access, encrypted data, and full audit logs.

Analytics & Reporting

- **Built-in Dashboards**: Visualize request trends, time-to-fulfill, and staff workload.
- **Exportable Reports**: Generate compliance reports and request summaries at any time.

Integrations & Compatibility

- **Google Vault Compatibility**: JustFOIA supports easy drag-and-drop or bulk upload of any file type, including email exports from platforms like Google Vault. This flexibility allows your team to quickly bring in large volumes of data for streamlined review, redaction, and release—all within JustFOIA.

Public Transparency

- **Public Records Portal**: Publish fulfilled requests with optional indexing and search to reduce duplicate inquiries and promote transparency.

OUR COMPANY

BUILT BY USERS, FOR USERS

JustFOIA, Inc. ("JustFOIA") began as a product built for MCCi's public sector clients from a deep understanding gained through 20+ years of servicing municipal clerks, records managers, and the public sector. From its founding roots as a Municode company, MCCi has accelerated more than 1,600 clients' digital transformation journeys by adding intelligence to their processes.

Because many of these clients were searching for a way to better manage the rise in complexity and volume of their organizations' records requests, MCCi's development team and leadership worked hand-in-hand with these clients to simplify the process and provide a better user experience for records managers and the constituents they serve. **In**

2014, the JustFOIA Solution was launched. Fast forward to 2020, JustFOIA's success sparked the need for its own brand and evolution into becoming a sister-company to MCCi. In 2025, we now serve more than 600 clients in 46 states and have been named a GovTech 100 company since 2024.

WHAT MAKES US DIFFERENT

Development fueled by client ideas

Our clients continue to be a vital component of our product feedback loop with client success, implementation, and support teams all regularly contributing ideas to product management. With the launch of our Ideas Portal, **we ensure clients have a voice**, providing a direct line to submit ideas for development consideration, see the status of their development request, and actively vote for the most important features and improvements.

Personalized, consultative services approach

When choosing a records request management solution partner, there are many things to consider. Features and functionality are certainly part of any software partner buying decision, but what will truly dictate your overall experience will be the support you receive during the initial implementation and beyond. We know records requests are only a part of your overall responsibilities, so we start by taking a personalized, consultative approach to the implementation. You're not expected to figure this out on your own – we take the time to fully understand your unique needs and conduct multiple live trainings with your Administrators and Power Users, making sure the end result is the desired one.

Best-in-class technical support

Once your project is complete, you will have access to our stellar Technical Support Team, maintaining a documented **100% client satisfaction rate**, for troubleshooting and supporting the Solution. We offer optional supplementary support packages as well, giving you more access to our staff based on your needs.

Proactive client success

We are fanatical about client success. Don't just take our word for it—check out our G2 Reviews. Success starts with our eagerness to understand our clients' needs and where they are headed on their journey to streamlining their records requests processes. We believe in a proactive support methodology, which begins with client education, excellent service, and communication. Your organization will have a **dedicated Client Success Specialist** that can:

- Identify any needs that could easily be addressed by the Solution
- Serve as a resource for questions and answers, best practices, how other clients are using the system with the use of documented case studies, support center, etc.
- Provide continued education for existing and new users through webinars, workshops, user groups, and more
- Coordinate with our sales operations team for pricing/renewals inquiries and budgetary information

Easiest-to-use or we'll retrain you free

We understand that software – no matter how many features it has – can't be great unless it's easy to use. **We guarantee that JustFOIA is the easiest-to-use records request software, or we will train you again at no extra cost.** To back this up and to supplement our **live trainings**, we offer our industry-exclusive Learning Management Software platform – The Training Center for JustFOIA – to our clients for free. With unlimited, on-demand access to hundreds of help videos and product documentation, live monthly learning sessions, and peer-based user groups, training new departments and employees is a breeze. We leverage the platform as we roll out JustFOIA to new clients every day, using it to store custom training videos and designing courses for users that simplify training on new features and functionality. If you are as passionate about learning as we are about training, get JustFOIA certified. We offer certifications for Administrators, Power Users and General Users.

3. PROPOSAL REQUIREMENTS

3.1 PLATFORM CAPABILITIES

Receiving PRA Requests and Document Delivery:

Process for request intake (forms, portals, email, etc.)

JustFOIA's Public Portal is a customizable landing page for requesters to access the agency's request forms, track the status of their request, and search the Archives page for previous requests made public. Requesters do not have to create an account to submit a request. Agencies can host as many forms as they like on their JustFOIA Public Portal, including Public Records Requests, Student Records Requests, Interdistrict Transfer Requests, FERPA requests, etc. Request forms are fully configurable with text fields, drop-downs, checkboxes, and more. JustFOIA's Dynamic Form Fields adjust based on user input. Over the past year, the most used field asks if the requester is seeking email communication. When selected, this field will prompt the requestor to enter additional details like date range, employee name, or subject.

Requests can be submitted through your customized JustFOIA Public Portal, in-person, or by email. If a request is submitted outside of the JustFOIA Public Portal, staff can use a "quick form" on their end to input the request details and information so it can be in your system to track and process.

Document delivery methods to requesters (secure download links, portals, etc.).

Requesters can receive an automatic alert when their request has been completed with a secure link hosted through Azure Government Cloud to retrieve their records through the JustFOIA Portal. Once the requester clicks on the link, JustFOIA records the date and time the documents were accessed in the Request Audit History.

Analytics for PRA Processes:

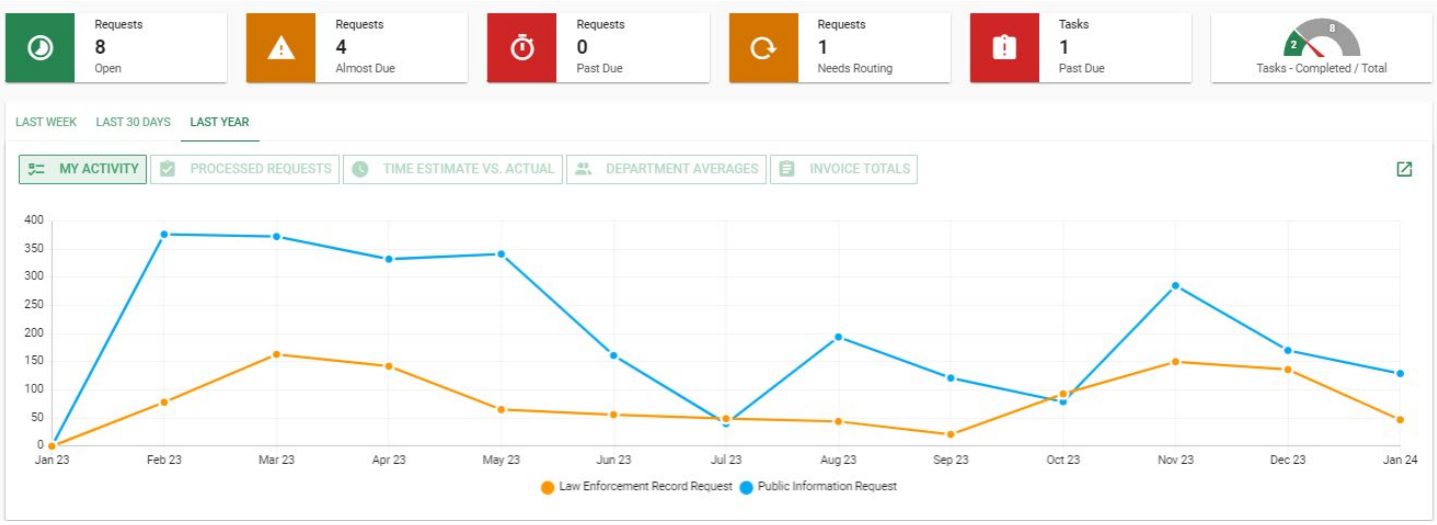
Available dashboards, reporting tools, metrics tracking (volume, response times, etc.).

Each JustFOIA system includes canned reports where you can quickly pull a report to export in a few clicks after selecting the desired date range. JustFOIA also provides intuitive dashboards and reports that offer real-time insights into request statuses, departmental workloads, and processing timelines. These dashboards and reports can be customized to meet specific agency needs, facilitating data-driven decision-making and enabling agencies to quickly assess performance metrics and identify areas needing attention. Take it a step further by using the Advanced Reporting tool to generate detailed reports on various aspects of the records request process, including:

- **Request Categories**: Open, paused, processed, and deleted requests.
- **User Performance**: Task assignments, completion rates, and departmental correspondence.
- **Operational Metrics**: Processing times, fees collected, and resource allocation.

Additionally, these tools can also be used for **Compliance Tracking.** JustFOIA's analytics tools assist agencies in demonstrating compliance with records request laws by providing clear documentation of response times and processing procedures. This is particularly beneficial for meeting reporting requirements such as those mandated by oversight bodies. You can also use these tools for:

- **Time and Materials Tracking**: Monitor staff time and resources dedicated to fulfilling requests, aiding in cost recovery and budgeting.
- **Automated Notifications**: Set up alerts for approaching deadlines or required actions to ensure timely responses.



Filter

Request #	Request Type	Status	Departments/Users	Request Date	Progress	Name	Description
PRR-39-2023	Law Enforcement Record Request	Assign to Department	0/1 Records	01/22/2024	Open	Mario Pender	car accident report
PRR-17-2023	Law Enforcement Record Request	Time and Materials Estimation	0/1 Records	01/22/2024	Open	Amber Villareal	Report from September17, 2023
PRR-38-2023	Law Enforcement Record Request	Assign to Department	0/1 Records	01/21/2024	Almost Due	Will Coleman	Copy of report from 10/24/2023
117-2023	Public Information Request	Pending Initial Deposit	0/1 Records	01/18/2024	Almost Due	Will Coleman	planning zone maps for the Northeast quadrant
115-2023	Public Information Request	New Submission		01/18/2024	Almost Due	Mario Pender	Building plans for the New City Hall
134-2023	Public Information Request	New Submission		01/12/2024	Almost Due	Will Coleman	code violations for December 2023
114-2023	Public Information Request	Needs Routing	2/2 Records	11/03/2023	Paused	Will Coleman	code violations for 3Q 2023
50-2023	Public Information Request	Requested Clarification	0/2 City Secretary	08/01/2023	Paused	Derrick	Building plans for new stadium

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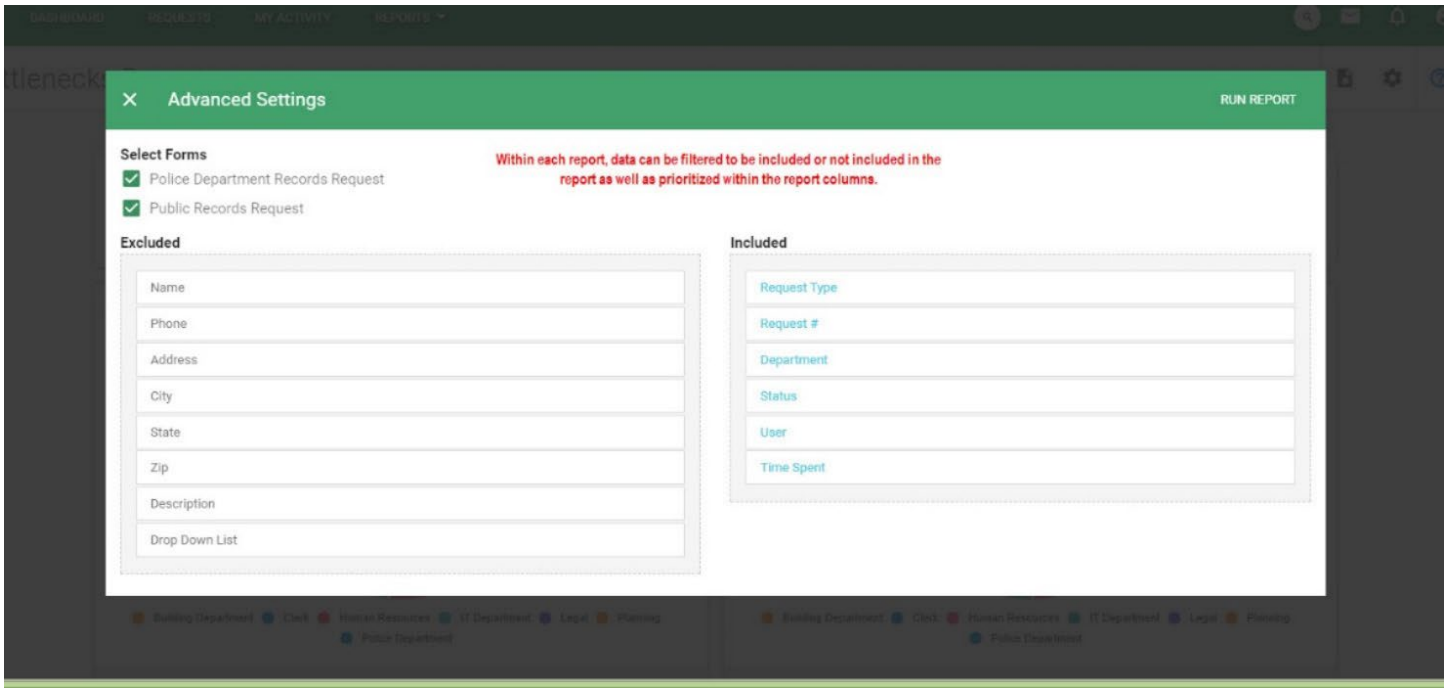

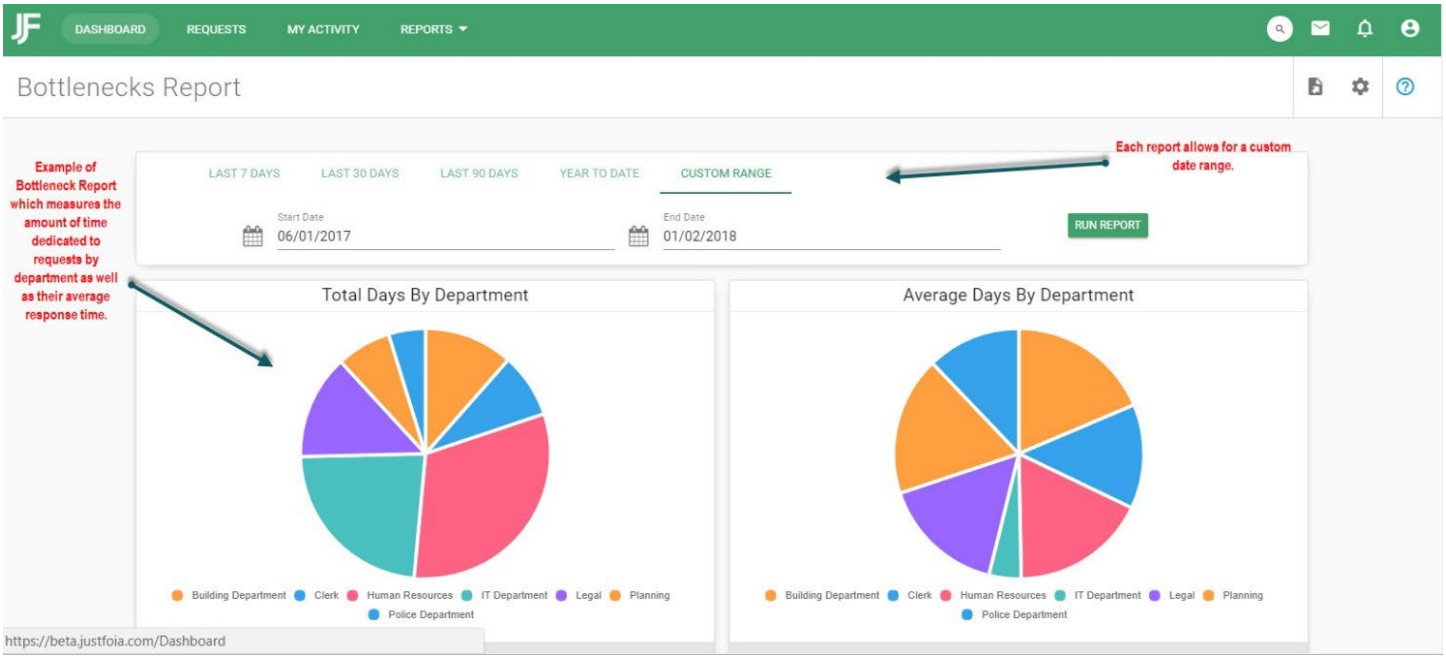

Internal Document Workflow Management:

Collaboration tools, assignment capabilities, status tracking.

JustFOIA offers a robust set of tools designed to streamline internal collaboration and ensure efficient, accountable handling of public records requests. Key features include:

Collaboration Tools

- Agencies can **add internal notes and comments** on requests, enabling communication between departments without exposing messages to the requester.
- Users can loop in colleagues, escalate issues, or request internal reviews—all within the system.
- Shared visibility ensures that everyone involved sees real-time updates and the full request history.

Assignment Capabilities

- Requests can be **assigned to individuals, teams, or departments** based on request type, content, or workload.
- Users can delegate specific tasks such as document review, redaction, legal review, or communication drafting.
- **Role-based permissions** ensure that only authorized users can take action or view sensitive content.

Status Tracking

- Every request moves through **clearly defined status stages** (e.g., Received, In Review, Paused, Complete), allowing staff to monitor progress at a glance.
- A centralized dashboard gives real-time visibility to request volume, response times, and pending tasks.
- Time-stamped activity logs help identify bottlenecks and maintain an audit trail for compliance.

Document Storage and Access:

Storage capacity, file organization, search functionality.

JustFOIA provides a secure, centralized repository for storing, organizing, and retrieving documents associated with public records requests.

Storage Capacity

- JustFOIA is a **cloud-based solution**, allowing for scalable storage that grows with agency needs. JustFOIA's Pro K-12 package includes 3 TB of storage.
- Supports a wide range of file types, including PDFs, audio files, video (e.g., body cam footage), images, and native document formats (e.g., Word, Excel).
- Attachments can be uploaded individually or in bulk and tied directly to specific requests.

File Organization

- Users can create **folders or categories** within requests to separate drafts, final versions, and redacted files.
- Original versions of redacted documents are **automatically grouped** for easy reference.
- Internal-only vs. requester-visible documents are clearly distinguished, helping ensure sensitive files are not accidentally released.

SEARCH FUNCTIONALITY

- Powerful **full-text search** allows staff to find documents using keywords, tags, filenames, or metadata (e.g., date uploaded).
- Filters help narrow results by request status, department, or document type.
- Supports searching across active, closed, or archived requests, making historical retrieval fast and easy.

Email Attachment Storage/Organization:

Support for importing and organizing email threads and attachments.

JustFOIA Correspondence is purpose built to simplify the management of email communications and their associated attachments within the public records request process. The system ensures that email threads, documents, and files are captured, organized, and stored in a secure, centralized environment tied directly to each request.

The **"Any and All" Document Management Tool** within JustFOIA simplifies locating, grouping, and releasing all responsive documents tied to a public records request, especially when the request language is broad or non-specific. This feature is useful when handling requests for "any and all" records related to a person, topic, incident, or case, which often span multiple departments, file types, and communication channels. This is a game-changing tool, reducing time spent processing requests that involve a PST file (fila e type that contains a batch of emails to review). Upon extracting the PST, JustFOIA will automatically de-duplicate (based on the email message ID) and will keep any email attachments in line with the original email.

JustFOIA's "Any and All" Document Management Tool provides agencies with a powerful, centralized workspace to efficiently manage large and complex public records requests. This tool enables users to collect documents from a variety of sources—including email attachments, manual file uploads, and integrations with systems like Laserfiche or SharePoint—into a single, organized request record. With bulk upload and drag-and-drop functionality, teams can quickly gather responsive materials without relying on external file transfers or redundant storage systems. Once documents are imported, the platform automatically categorizes them based on relevance and review status, such as "Pending Review," "Approved for Release," or "Internal Use Only." This structured approach helps prevent the accidental disclosure of sensitive or non-releasable content and allows staff to focus their attention on what truly needs to be reviewed. Smart filtering tools make it easy to isolate responsive files, even in requests involving high volumes of records. This intelligent organization speeds up review times and enhances accuracy. All documents (excluding audio/video files) within the "Any and All" workspace can be reviewed and redacted directly within the platform. There's no need to export files to third-party tools, reducing both risk and processing time. Once the review is complete, responsive records can be bundled and delivered through the JustFOIA Public Portal, providing a seamless and transparent experience for requesters.

Every action taken—whether uploading, reviewing, redacting, or releasing documents is automatically recorded in a detailed Request Audit History. This complete history provides a secure chain of custody and ensures that agencies can show compliance and accountability throughout the records request lifecycle.

De-Duplication:

Methods used to identify and eliminate duplicate files across datasets.

As described above, when extracting a PST, JustFOIA's Any & All Document Management tool will automatically de-duplicate the group of emails by identifying those with the same email message ID and place them in a separate folder for review.

Any & & All Document Management Tool

For clients who receive requests for "Any and All" communications, the effort to determine the responsive documents can be overwhelming. Built for customers who need to work with a large number of files, JustFOIA's Any & All Document Management tool helps simplify and speed up this process with a variety of features, including:

- Extract .PST files (emails and attachments)

- Detect duplicate emails (by message ID)
- Bulk redact and sort all files with one click
- Combine files into one PDF
- Create custom folders and review documents in the document viewer

Filtering Capabilities:

Filters by date range, sender, recipient, keyword, and other metadata.

Filtering Capabilities in JustFOIA's Response Documents Module

JustFOIA equips agencies with robust filtering and search tools designed to streamline the review and redaction of responsive documents, especially during high-volume or complex requests. Within the **Response Documents module**, users can easily locate and isolate specific records using the built-in **Search Bar** or the platform's **Advanced Filtering Panel**. These tools allow users to refine document sets based on a variety of metadata attributes, including:

- **Date range** – Narrow results to a specific time period
- **Sender/Author** – Filter by the originator of the communication or document
- **Recipient** – Identify files sent to or accessed by specific individuals or departments
- **Keyword or phrase** – Locate documents containing specific terms or topics
- **File type or format** – Separate PDFs, emails, media files, etc.
- **Tags or labels** – Filter by custom classifications applied during the intake or review process

Once filtered, users can directly access the relevant documents within the redaction interface—no need to download or transfer files to external tools. This workflow allows for efficient, focused review and ensures nothing is overlooked or unnecessarily redacted. These filtering capabilities are essential when handling broad "any and all" requests, email dumps, or cases involving numerous custodians or correspondence chains. They empower agencies to work faster, reduce risk, and produce accurate, legally defensible responses.

Integration with Google Vault:

Extent and method of integration with Google Vault for search, export, and ingestion.

At the current moment, JustFOIA does not directly integrate with Google Vault. You can upload or drag and drop any file type from your desktop into JustFOIA to review, redact, organize, and combine into a PDF for release.

Document Tagging:

Ability to tag documents as responsive, non-responsive, or privileged.

JustFOIA equips agencies with built-in tools that enable records staff, legal teams, and reviewers to efficiently categorize documents during the review process—an essential function for ensuring compliance, accuracy, and transparency in public records management.

Within the **Response Documents** module, users can sort any uploaded or imported file into corresponding folders to clearly identify each document's status and disposition. Common tagging categories include:

Responsive – Documents that fall within the scope of the request and are appropriate for release.
Non-Responsive – Items not relevant to the request or not required to be disclosed under applicable laws.
Privileged or Confidential – Materials that are exempt from disclosure because of legal protections, such as attorney-client privilege, FERPA, HIPAA, or internal deliberative exemptions.

This tagging process supports a streamlined workflow for both redaction and release. Privileged or non-responsive documents can remain securely stored within the system but are excluded from the final disclosure packet, ensuring that only appropriate content is shared with the requester. Meanwhile, responsive documents are clearly labeled and prepared for release, either through the public portal or by direct delivery, ensuring a clean, compliant, and defensible response.

Batch Redaction:

Tools for redacting information across multiple documents simultaneously.

JustFOIA's powerful in-app redaction module is purpose-built to streamline the secure removal of sensitive information from public records, with both **automated and manual tools** designed to improve efficiency, accuracy, and compliance. Users can upload documents and perform redactions automatically with a single click or manually remove specific content. The tool supports advanced features such as **text search**, **pattern matching**, **proximity**

search, and the ability to redact **selected text**, **entire pages**, or **entire documents**. Redactions are made permanent—burned into the document—ensuring that only the redacted version is ever released, while the **original, unredacted file** is preserved in a secure, internal folder accessible only to authorized users. There are **no per-user licensing fees**, so any permitted staff member can perform redactions without restriction.

Automation, Pattern Recognition & Bulk Redactions

JustFOIA supports **POSIX regular expressions** to identify and redact common sensitive data types, such as:

- Social Security Numbers
- Dates of Birth
- Email addresses
- Phone numbers

The platform's **Search-to-Redact** functionality allows users to locate and redact all matching terms within one or multiple documents. Staff can also **bulk redact** or combine multiple files into a single PDF for efficient processing and redacting the PDF.

Transparency & Compliance with Exemption Logging

To support legal defensibility, users can apply **redaction codes** aligned with state-specific public records exemptions. These codes appear as annotations and can be compiled automatically into a **Public Records Exemption Log**, which clearly outlines the legal basis for each redaction. Redaction comments can be added where clarification is needed, providing further transparency in sensitive or discretionary decisions.

Document Integrity & Version Control

- Files retain their **original format** until redactions are applied.
- Once finalized, redacted documents are **converted to secure PDFs**, while the original remains archived.
- JustFOIA also supports **saving draft versions** of redactions to support staged reviews, supervisor approval, or legal consultation before release.
- All activity is **tracked in the Request Audit History**, and the platform includes an export feature that allows agencies to download redacted records, original files, and logs at any time.

Public Posting Platform:

Capabilities to publish fulfilled PRA responses on a public portal, with search and download options.

JustFOIA provides a **Search Archive feature** via the Public Portal for specific requests to be made publicly available, and available for searching by the Public. The request archive features completed requests that have been made available to the public. Public users can view the details and download the documents associated with a request. JustFOIA offers several capabilities for agencies to search their records within the JustFOIA solution:

- **Search** – Backend searches can be made to find previously completed or in-progress requests. Searches are performed across all metadata (e.g., keywords, fields, etc.) stored in JustFOIA.
- **Reports** – Reporting across all fields and data collected allows additional searching and filtering capabilities within the Solution. Public Search

(Optional): JustFOIA provides a Search Archive feature via the Public Portal for specific requests to be made publicly available, and available for searching by the Public.

EXCEPTIONS

JustFOIA is an affiliate of MCCi, LLC in working with over 2,100 organizations, Our experience has been that standard terms and conditions provided by an agency, typically do not adequately address all the terms needed for both parties, relative to software, subscriptions, and/or professional services.

For this reason, our request is to start with our MSA and negotiate any material exceptions/additions relative to agency terms and conditions, which typically results in less legal review and a more efficient process for both parties. If it is absolutely required to use the agency's form of terms and conditions, we are willing to put in the legal review time required to integrate and negotiate terms, assuming JustFOIA is awarded the RFP or included as a finalist.

JustFOIA has supplied our Master Services Agreement (MSA) Template and other Terms/Conditions (Assumptions) associated with the products and services proposed below. Assuming JustFOIA is selected, negotiation is expected regarding any conflicting/additional terms included in our response, vs. any standard terms and conditions included in your solicitation.

Contractual Term / Condition	Document Name	Section	Exceptions	Additions MSA
To the furthest extent permitted by California law, Contractor shall defend, indemnify, and old 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	Appendix C - MVWSD Independent Contractor for Professional Services Agreement	8. Indemnification.	We've narrowed this clause to reflect industry-standard indemnification language. As a SaaS provider, we are willing to indemnify for claims arising from our gross negligence or willful misconduct, but not for general negligence, indirect claims, or actions beyond our control. We've also excluded consequential damages, which are typically disclaimed in commercial software agreements.	**(a) Indemnification.** To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("Claims") for bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made

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.				by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option, and Company's sole liability shall be subject to the limitation of liability provided in this Section.

MASTER SERVICES AGREEMENT NO. 55341

This Master Services Agreement No. 55341 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the appliable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages (**"Recurring Services"**) will automatically renew unless Client has

(a) terminated the Agreement and/or applicable Order, per Section 4;
(b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
(c) not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees);

Once payment has been received, no refunds for Recurring Services are available.

4. Term and Termination

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Notwithstanding the foregoing, if at any point an Order, Recurring Services, or similar underlying work document be active, then the terms of this Agreement shall govern the Order or similar underlying work document until termination or expiration of the same. Termination of this Agreement or any Order hereunder may occur upon any of the following:

(a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
(b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event"),** unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
(d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. Company Personnel

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) General Representation and Warranty.

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) Services Warranty.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) General Warranty.

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

(a) Indemnification.

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") for bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option, and Company's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Indemnification Procedure.

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance.

(c) Limitation of Liability.

Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT

LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION . THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and $1,000,000 employers' liability
- Comprehensive General Liability: $2,000,000 per occurrence and $4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: $1,000,000 per occurrence and $3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: $3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to Company	If to Client:
MCCi, LLC	Mountain View Whisman School District
3717 Apalachee Parkway	1400 Montecito Ave.
Suite 201	Mountain View, CA 94043
Tallahassee, FL 32311	Attn: Shelly Hausman
Attn: Legal Department	Email: shausman@mvwsd.org
Email: legal@mccinnovations.com	

15. Miscellaneous

(a) Third-Party EULA (End User License Agreement) Provisions.
Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements (**"EULA"**), whether supplied by Company as a convenience or not, for any products procured on behalf of Client by Company and Company shall not be responsible for such products except related services provided directly by Company

(b) Use of Open-Source Code.
Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.
Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

(d) Company Software Configuration Services.
Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Boycotts.

Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

(i) E-Verify

Company uses E-Verify to verify the work authorization of all newly hired employees.

(j) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "**Force Majeure**" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(k) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

(l) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(m) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(n) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(o) Dispute Resolution.

Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(p) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(q) Publicity.

Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(r) Entire Agreement.
This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(s) Counterparts.
This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(t) Governing Law.
This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(u) Survival.
Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Confidential Information), 9 (Intellectual Property), 10 (Data Privacy), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(v) Bench Trial.
The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(w) No Class Actions.
NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(x) Limitation Period.
Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC	**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT ("Client")**
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	1400 MONTECITO AVE. MOUNTAIN VIEW, CA 94043

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 55341

INITIAL JUSTFOIA ORDER

Pursuant to Master Services Agreement No. 55341 ("**Agreement**"):

This Initial JustFOIA Order, designated as Addendum No. 1 (this "Addendum" or "Order"), is entered into as of _____, ("**Addendum Effective Date**"), by and between JustFOIA, Inc. ("Company" or "JustFOIA") and Client. This Addendum is subject to the Agreement and the following terms that are applicable to Company providing Company software (the "Solution") to Client. Company is an affiliate of MCCi and will provide the Solution as set forth hereunder. Company will invoice Client directly for the same. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Addendum supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Addendum, are void and of no effect.

JustFOIA, Inc	**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT ("Client")**
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

PRICING

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill/Ship to: Shelly Hausman
shausman@mvwsd.org
cc AP Contact: shausman@mvwsd.org

Client Name: Mountain View Whisman School District
Client Address: 1400 Montecito Ave., Mountain View, CA 94043
Quote Number: 35996
Quote Type: New JustFOIA System

Quote Date: 5/6/2025

Subscription Period Start Date:
Date of Contract Execution
Subscription Period End Date:
12 Months from Date of Contract Execution

Product Description:		*Qty.*	*Unit Cost*	*Total*
JustFOIA ANNUAL RECURRING SERVICES				
☑	**JustFOIA Pro Education**	1	$8,250.00	$8,250.00
☑	**Single Sign-On (SSO)**	1	Included	Included
☑	**Any & All Document Management**	1	Included	Included
☑	**Unlimited Admins, Power Users & General Users**	1	Included	Included
☑	**3 TB of Storage**	1	Included	Included
Site Name:	*Mountain View Whisman School District*		Included	Included
URL:	*mvwsd.justfoia.com*		Included	Included

SUBTOTAL - RECURRING ANNUAL SERVICES	***$8,250.00***

Service Description:		*Qty.*	*Unit Cost*	*Total*
JustFOIA SERVICE PACKAGES				
☑	**Pro Implementation**	1	Included	Included
☑	**Configuration of 1 Request Form**	1	Included	Included
	1. Public Records Requests			
☑	**Single Sign-On Configuration**	1	Included	Included
☑	**Any & All Document Management Configuration**	1	Included	Included

SUBTOTAL - ONE-TIME SERVICES	***$0.00***

YEAR 1 ORDER COST	***$8,250.00***

All Quotes Expire 90 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the "**Solution**").

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Client has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERM

Either party may terminate this Order upon any of the following:

(a) Thirty (30) days after a party's receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or

(b) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or

(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a "**Bankruptcy Event"),** unless such party cures such Bankruptcy Event within the fifteen (15) day period; or

(d) If Client has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees); or

(e) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

[remainder of page intentionally left blank]

BILLING

JustFOIA will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	▪ **Initial Sale:** Upon receipt of Order. ▪ **Annual Renewal:** 75 days in advance of expiration date.
One-Time Services	50% upon project kickoff, remaining 50% upon project completion and project acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Once payment has been received, no refunds for Recurring Services are available.

PRICING – OPTIONAL JMSS

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill/Ship to: Shelly Hausman
shausman@mvwsd.org
cc AP Contact: shausman@mvwsd.org

Client Name: Mountain View Whisman School District
Client Address: 1400 Montecito Ave., Mountain View, CA 94043
Quote Number: 35996
Quote Type: Optional Supplemental Support

Quote Date: 5/6/2025

Subscription Period Start Date:
Date of Contract Execution
Subscription Period End Date:
12 Months from Date of Contract Execution

Product Description:	*Qty.*	*Unit Cost*	*Total*
JustFOIA SUPPLEMENTAL SUPPORT SUBSCRIPTION			
☑ **JustFOIA Managed Support Services**	1	$1,386.00	$1,386.00
Up to 10 hours of JustFOIA staff time to be used post-implementation for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.			
SUBTOTAL - RECURRING ANNUAL SERVICES			***$1,386.00***
YEAR 1 ORDER COST			***$1,386.00***

All Quotes Expire 90 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the "**Solution**").

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Client has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERM

Either party may terminate this Order upon any of the following:

(f) Thirty (30) days after a party's receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or

(g) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or

(h) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a "**Bankruptcy Event"),** unless such party cures such Bankruptcy Event within the fifteen (15) day period; or

(i) If Client has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees); or

(j) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

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BILLING

JustFOIA will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	▪ **Initial Sale:** Upon receipt of Order. ▪ **Annual Renewal:** 75 days in advance of expiration date.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Once payment has been received, no refunds for Recurring Services are available.

PRICING – OPTIONAL JPASS

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill/Ship to: Shelly Hausman
shausman@mvwsd.org
cc AP Contact: shausman@mvwsd.org

Client Name: Mountain View Whisman School District
Client Address: 1400 Montecito Ave., Mountain View, CA 94043
Quote Number: 35996
Quote Type: Optional Supplemental Support

Quote Date: 5/6/2025

Subscription Period Start Date:
Date of Contract Execution
Subscription Period End Date:
12 Months from Date of Contract Execution

Product Description:	*Qty.*	*Unit Cost*	*Total*
☑ **JustFOIA Process Administration Support Services**	1	$1,701.00	$1,701.00
Up to 10 hours of JustFOIA staff time to be used post-implementation for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.			

SUBTOTAL - RECURRING ANNUAL SERVICES	***$1,701.00***
YEAR 1 ORDER COST	***$1,701.00***

All Quotes Expire 90 Days from Quote Date
This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the "**Solution**").

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Client has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERM

Either party may terminate this Order upon any of the following:

(k) Thirty (30) days after a party's receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or

(l) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or

(m) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a "**Bankruptcy Event"),** unless such party cures such Bankruptcy Event within the fifteen (15) day period; or

(n) If Client has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees); or

(o) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

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BILLING

JustFOIA will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	▪ **Initial Sale:** Upon receipt of Order. ▪ **Annual Renewal:** 75 days in advance of expiration date.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Once payment has been received, no refunds for Recurring Services are available.

TECHNICAL & SUPPLEMENTAL SUPPORT

To support your journey, it's important to have a plan in case issues or needs arise.

Technical Support

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the JustFOIA Training Center.

	JustFOIA Technical Support Services	JustFOIA Managed Support Services	JustFOIA Process Administration Support Services
Description	**Technical**	**JMSS**	**JPASS**
Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e., error codes, bug fixes, etc.) & basic Q&A support	■	■	■
Remote access support through web meeting	■	■	■
Access to version updates, security updates and hotfixes	■	■	■
Customized JustFOIA Training Center Support	■	■	■
Access to high-level support technicians with enhanced knowledge		■	■
Remote Training for New/Existing Users		■	■
Annual System Review (upon Client request)		■	■
System Settings Consultation		■	■
Assistance with Current System Modifications*		■	■
Assistance with New System Configurations**		■	■
Configuration Changes to Routing of Current DirectRoute Workflows		■	■
Dedicated Technical Support Professional			■
Institutional Knowledge of Client's Solution			■
Proactive recurring consultation calls upon the Client's request			■
Adjust Current SSO or Payment Portal Connections			■

***Current System Modifications** includes Public Portal, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings.

****New System Configurations** includes Users, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings. This will also include new additional features that are added to Client's subscription in the future.

Note on Hours usage: JustFOIA allows clients to use their hours for a multitude of post-implementation services, as long as a request will not start a service that cannot be completed within the hours available. The creation of new DirectRoute Workflows is not included in Supplemental Support Services.

JustFOIA Supplemental Support Services

Want an enhanced level of post-implementation support? JustFOIA offers two supplemental support packages, Managed Support Services (JMSS) or Process Administration Support Services (JPASS), to cover ongoing consultation, training, and configuration services. A supplemental support package is strongly encouraged to be included with every renewal and is an annual subscription. Pricing is based on the package purchased and is an advanced discounted block of hours, which expires on the same date as Client's annual renewal. JMSS pricing for the advanced block of hours is based on JustFOIA's Support Technician hourly rate discounted by 10%. JPASS pricing for the advanced block of hours is based on JustFOIA's Senior Support Technician hourly rate discounted by 10%.

Supplemental Support Package Definitions

ENHANCED KNOWLEDGE

You'll have access to our team of more knowledgeable support technicians.

REMOTE TRAINING

Additional remote training is conducted to train new users or as refresher training for existing users.

SYSTEM CONSULTATION

JustFOIA offers best practices consultation that includes recommendations for adding additional departments, statuses, email templates, etc.

CONFIGURATION/MODIFICATION SERVICES

Configuration/modification services for request forms, standard workflows, email templates, dynamic form fields, and more.

CHANGES TO ROUTING OF CURRENT DIRECTROUTE WORKFLOWS

For clients with a DirectRoute Workflow, we will make minor adjustments such as changing the routing individual to maintain your DirectRoute Workflow.

DEDICATED SUPPORT PROFESSIONAL & INSTITUTIONAL KNOWLEDGE

You will be assigned a dedicated support professional who will gain institutional knowledge of your agency's unique setup and configuration of the JustFOIA solution.

PROACTIVE, RECURRING CALLS UPON REQUEST

Clients can request to have a recurring call with their dedicated support professional (monthly or quarterly) to discuss recommended changes, questions, or concerns.

ADJUSTMENT OF CURRENT SINGLE-SIGN ON OR PAYMENT PORTAL CONNECTIONS

JustFOIA can assist with adjusting the current SSO or Payment Portal connection.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Client does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

PRO IMPLEMENTATION

CLIENT TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner, including but not limited to:
  - Create General User and Viewer accounts and respective departments
  - Create user-created email templates
- Conduct internal end-user (General User) trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification
- Configure Deflection/Dynamic Fields, unless Dynamic Fields Configuration Package is quoted

JustFOIA TASKS & DELIVERABLES

- Deploy site in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (1 hour) to identify implementation milestones and introduce Client to public facing JustFOIA site and request form(s)
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding

- Configure number of request forms defined in Order and necessary request statuses and workflow task lists
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct two (2) Remote System Trainings (1.5 hours and 1 hour respectively); recordings made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour per form process); recording made available in Training Center
- Provide training support and resources to Administrator and Power User Team for end-user trainings
- Provide technical support through user testing before going live
- Assist with transition to Client Success and Support Teams
- Provide Go-Live Marketing Press Kit

SINGLE SIGN-ON (SSO) CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review Single Sign-on Guide
- Follow the Single Sign-on Guide and best practices documentation for your Identity Provider of choice
- Choose a protocol to connect with (e.g.: SAML, Open ID Connect)
- Attend an Integration Call with JustFOIA to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
- Work with JustFOIA to determine what pieces of information will be needed
- Participate in testing

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure JustFOIA SSO:
  - Deliver any relevant documentation for connection type to the client
  - Integration call with Client to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
  - Information gathered by client is provided to JustFOIA
  - Enterprise Connection is created and established in the JustFOIA system
    - Client tests the connection to validate it is configured and working correctly
- Complete testing

ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Attend remote Document Management training and respond promptly to requests for information

JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

JUSTFOIA ASSUMPTIONS

THESE ASSUMPTIONS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION.
THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT PRIVACY, CLIENT DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

JustFOIA Warranties

JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Client, provided that if Client or a user uploads a file containing Malicious Code into the Solution Client shall be liable for the same; and (iv) to JustFOIA's knowledge, Client's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party.

The warranties herein are void to the extent of any Client failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Client without JustFOIA's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

Client Warranties

Client warrants that JustFOIA's use of Client data and/or any other item provided by Client, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Client warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

TECHNICAL SUPPORT

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the Training center for JustFOIA.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any Intellectual Property right or Acceptable Use Policy, liability is limited to the amount of dollars received by JustFOIA directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

JustFOIA also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and JustFOIA has no liability associated therewith.

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without JustFOIA's help. JustFOIA is not responsible for any damage caused by the user's customization of the system not performed by JustFOIA. JustFOIA will not be held responsible for correcting any problems that may occur from these customizations.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For JustFOIA to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all JustFOIA installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Client and Client accepts a non-transferable, revocable, non-exclusive, and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Client are reserved by JustFOIA.

CLIENT RESPONSIBILITIES

Files and other content that JustFOIA may provide to Client may be protected by intellectual property rights of others. Client will not copy, upload, download, or share files unless Client has the right to do so. Client, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded, or otherwise used while using the Solution. Client will not upload malware or any other malicious software to the Solution. Client is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

ACCEPTABLE USE POLICY

Client agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Client may only store non-confidential data to the Solution. It is understood and agreed that the uploading of confidential data to the Solution shall be allowed for redaction purposes (redaction process not to extend beyond 30 calendar days) and that the Solution is not to be used for long-term storage of unredacted confidential data following closure of the request.

Client acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Client's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability, or accuracy of, third-party software or third-party services.

INFORMATION & PRIVACY

By using the Solution, Client will be providing JustFOIA with information. Client retains full ownership of its information, and JustFOIA does not assert ownership. These Assumptions do not grant JustFOIA any rights to Client's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Client's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Client hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Client is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Client's responsibility to ensure that it has the rights or permission needed to comply with these Assumptions, Terms & Conditions.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Client's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in the Information & Privacy section above.

INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title or interest. Except for the license grant herein, all rights to the Solution and all services surrounding the same are—and remain—with JustFOIA. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Client during the Subscription Period.

Except for the license grants hereunder, as between Client and JustFOIA, Client retains all rights to Client data and information.

ACCOUNT SECURITY

Client is responsible for any activity using its account and for safeguarding the passwords used to access the Solution, including not disclosing passwords to any third-party. Client will immediately notify JustFOIA of any unauthorized use of Client's account. Client acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Client's responsibility to use a secure network to communicate with the Solution.

DATA RETENTION & ACCESS

JustFOIA will retain Client's information (data hosted in the Solution) for as long as its account is active or as needed to provide the Solution. If Client wishes to cancel its account or request that JustFOIA no longer use Client's information to provide the Solution, Client may request that JustFOIA delete its account. JustFOIA may retain and use Client's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, Client may request that JustFOIA delete Client's information. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Client information from its server's files that Client has in common with other users, provided that JustFOIA's confidentiality obligations will persist with regard to such retained confidential information. Client understands and agrees that once the Client instance of the Solution is decommissioned, JustFOIA may not be able to provide Client a copy of the data included therein. Client agrees that it will back up all Client information that it requires. JustFOIA may decommission any environment after 45 days of Client not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment. For the avoidance of doubt, if Client has an active subscription, Client may download its data at any time.

NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party websites, including, without limitation, availability, accuracy, the related content, products, or services. Client is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services

JustFOIA or third parties may from time to time make available to Client third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization, and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition

by Client of such non-JustFOIA products or services, and any exchange of data between Client and any non-JustFOIA provider, is solely between Client and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as “Certified” (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Client is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, “Certified” shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Client information

If Client installs or enables non-JustFOIA applications for use with the Solution, Client acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Client information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Client information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Client to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Client agrees to hold JustFOIA harmless from any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Client information as a result of use of non-JustFOIA applications or access to Client information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services

The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize.net, or PayPal applications). To use such features, Client may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Client to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

3.3 COMPANY BACKGROUND

Company overview, including years in business and experience with public sector clients.

JustFOIA, Inc. began as a product built for MCCi's public sector clients, leveraging over 20 years of experience servicing municipal clerks, records managers, and the public sector. In 2014, the JustFOIA Solution was launched to simplify records request management and enhance the user experience. By 2020, JustFOIA evolved into a separate legal entity and sister company to MCCi. As of 2025, JustFOIA has been named a GovTech 100 company and has implemented its solution in over 600 public sector agencies across 46 states, including municipalities, counties, law enforcement agencies, state agencies, special districts, K-12, and higher education institutions. With a 98% client renewal rating, JustFOIA continues to prioritize customer needs and deliver innovative solutions.

References from at least three current or past education or government clients.

Reference # 1	
Client Name	Beverly Hills Unified School District
Client Address	255 South Lasky Drive, Beverly Hills, CA 90212
Contact Person	Sandi Tsosie
Contact Title	Director, Technology Services
Contact Number	310-551-5100
Contact Email Address	stsosie@bhusd.org
JustFOIA Link	Beverly Hills Unified School District, CA

Reference # 2	
Client Name	Clark County School District, NV
Client Address	5100 W Sahara Ave., Las Vagas, NV 89146
Contact Person	Cindy Smith-Johnson
Contact Title	Document Control Specialist
Contact Number	702-799-5865
Contact Email Address	smithc3@nv.ccsd.net
JustFOIA Link	Clark County School District, NV

Reference # 3	
Client Name	Rocklin Unified School District, CA
Client Address	2615 Sierra Meadows Drive, Rocklin, CA 95677
Contact Person	Alicia Boyd
Contact Title	Technology Systems Administrator
Contact Number	916-672-3600
Contact Email Address	aboyd@rocklinusd.org
JustFOIA Link	Rocklin Unified School District, CA

Reference # 4	
Client Name	Mead School District, WA
Client Address	2323 E Farewell Rd., Mead, WA 99021
Contact Person	Todd Zeidler
Contact Title	Public Information Officer
Contact Number	509-465-6004
Contact Email Address	todd.zeidler@mead354.org
JustFOIA Link	Mead School District, WA

3.4 IMPLEMENTATION TIMELINE

Estimated timeline for implementation, including configuration, testing, training, and go-live.

The average timeline for implementing JustFOIA is 6-8 weeks; however, some are completed in as little as 30 days. We will work with you to develop an implementation plan that fits the needs and schedules of your agency. A sample project plan has been included below:

JustFOIA Implementation 6-8 Weeks Standard Timeline											
Milestone #	**Task Name**	**Resources to Accomplish Task**	**Est. Time for Completion**	**Week 1**	**Week 2**	**Week 3**	**Week 4**	**Week 5**	**Week 6**	**Week 7**	**Week 8**
1	**Pre-Implementation Call**		**8**								
1.1	Client Pre-Implementation Call with Project Coordinator (PC)	JF PC & Client	1								
1.2	Configuration Form Submission	JF PC & Client	7								
2	**Site Spin-up**		**13**								
2.1.1	Site Spin-up	JF Dev Team	5								
2.1.2	Configuration of initial Admin and Power User security credentials	JF PC	1								
2.1.3	Personalization of Client 's Public Portal	JF PC	1								
2.1.4	Configuration of request forms, necessary request statuses, and workflow task lists	JF PC	4								
2.2	Configuration of Client's JustFOIA Training Center Site	JF PC	2								
3	**Implementation Launch**	**20**	**11**								
3.1	Implementation Launch Meeting	JF PC & Client	1								
3.2	Implementation Build with all contracted components	JF PC	10								
4	**Training**	**20**	**8**								

4.1	Two (2) Remote System Trainings	JF PC & Client	4								
4.2	Workflow Training	JF PC & Client	2								
4.3	Resources Provided to Client for End-User Training (unless purchased)	JF PC	2								
5	**Testing**										
5.1.1	Client Testing	Client									
5.1.2	Client Support Provided during Testing, Making Updates as Necessary	Client & JF PC									
5	**Go-Live**		**7**								
5.1	Last Walkthrough	JF PC	1								
5.2	Clean out Test Data	JF PC	1								
5.3	IT to add URL Link to Client Site	Client IT	2								
5.4	Go-Live Day	JF PC and Client	1								
5.5	Transition Call after Go-Live	JF PC, JF Client Success Specialist, & Client	1								
5.6	Project Close	JF PC	1								

3.5 SUPPORT AND TRAINING

Available support hours and response times.

TEHNICAL SUPPORT

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 5 a.m. to 5 p.m. Pacific Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources, including the Training center for JustFOIA. Typical response times

CLIENT SUCCESS

Every JustFOIA customer is assigned a dedicated Client Success Specialist to ensure they are getting the most out of their investment. Your Client Success Specialist can consult with you to recommend best practices and solutions to common records request issues. We invite clients to participate in periodic user webinars, training opportunities, user communities, and focus groups. Regardless of user type, there is something for everyone. In addition to ensuring your satisfaction with JustFOIA, your Client Success Specialist will recommend resources found in the Training Center for JustFOIA, our complimentary learning management system with unlimited, on-demand access to hundreds of help videos and product documentation.

SUPPLEMENTAL SUPPORT PACKAGES

Each client's annual renewal covers Solution break/fix support, version updates, and continued educational resources, including the Training Center for JustFOIA. JustFOIA offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing custom workflows. JustFOIA's Managed Support Services package is strongly encouraged to be included with every renewal.

	JustFOIA Technical Support Services	JustFOIA Managed Support Services	JustFOIA Process Administration Support Services
Description	**Technical**	**JMSS**	**JPASS**
Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e., error codes, bug fixes, etc.) & basic Q&A support	■	■	■
Remote access support through web meeting	■	■	■
Access to version updates, security updates and hotfixes	■	■	■
Customized JustFOIA Training Center Support	■	■	■
Access to high-level support technicians with enhanced knowledge		■	■
Remote Training for New/Existing Users		■	■
Annual System Review (upon Client request)		■	■
System Settings Consultation		■	■
Assistance with Current System Modifications*		■	■
Assistance with New System Configurations**		■	■
Configuration Changes to Routing of Current DirectRoute Workflows		■	■
Dedicated Technical Support Professional			■
Institutional Knowledge of Client's Solution			■
Proactive recurring consultation calls upon the Client's request			■
Adjust Current SSO or Payment Portal Connections			■

***Current System Modifications** includes Public Portal, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings.

****New System Configurations** includes Users, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings. This will also include new additional features that are added to Client's subscription in the future.

Note on Hours usage: JustFOIA allows clients to use their hours for a multitude of post-implementation services, as long as a request will not start a service that cannot be completed within the hours available. The creation of new DirectRoute Workflows is not included in Supplemental Support Services.

Training resources available (live, recorded, documentation).

We're going to walk with you hand-in-hand throughout your JustFOIA Client Journey, actively supporting and guiding your team as they interact and engage with the Solution – thus, empowering your team to manage the system post-implementation. This journey is not viewed as a one-time transaction but as an ongoing partnership, where we remain committed to client success and satisfaction at every stage.

Delivery Team

Once you have selected your "destination" of JustFOIA, our Delivery Team will guide you through four phases of implementation, ensuring a smooth path to Go-Live:

Phase 1: Pre-Implementation

We think it's important that we get to know each other first – building upon the knowledge gained during the decision-making process to configure the Solution to your specific needs. Your Project Coordinator will gather configuration data and outline expectations for the upcoming implementation phases. During our "Implementation Launch Session," your assigned Project Coordinator will discuss training, confirm the timeline and key milestone dates, and introduce you to the public-facing side of your JustFOIA site and request form(s).

Phase 2: System Training & Configuration

This phase will consist of two remote/live "System Training Sessions" for Administrators and Power Users, focusing on the practical application of the Solution through a hands-on experience submitting and working with mock requests to create a deep practical understanding of requests and administration settings. Clients are introduced to form configurations, retention options, redaction capabilities, communication tools, and more.

Phase 3: Request Training, Processing & Testing

Administrators and Power Users will be guided through the designed request form workflow, creating a collaborative, problem solving experience that results in a more intimate understanding of the process. As Administrators and Power Users become experts in the Solution, the JustFOIA Delivery Team will collaborate with you to assist in onboarding general users. With numerous resources to onboard and introduce your staff to the Solution including custom training outlines, workflow maps, and guides for long-term reference, JustFOIA empowers you to create an internal training program while reinforcing your own knowledgebase. Following training, a designated testing window reinforces training principles while preparing to launch the JustFOIA Solution to the public. Your assigned Project Coordinator will be on standby to make necessary system modifications.

Phase 4: Launching JustFOIA

Now, the moment we've been waiting for – it's time to Go-Live with JustFOIA! The Delivery Team is invested in your success and will be with you every step of the way. We will remove test data from your JustFOIA site and provide a press kit to spread the word about your efforts to promote transparency. High-level priority is given to inquiries and adjustments during our Hypercare Check-in Service period until you are transitioned to your long-term Client Success and Technical Support Teams.

Client Success

Once you have launched JustFOIA to the public, your journey is only just beginning. Every JustFOIA client is assigned a dedicated Client Success Specialist to ensure they are getting the most out of their investment. Your Client Success Specialist can consult with you to recommend best practices and solutions to common records request issues. We invite clients to participate in periodic user webinars, training opportunities, user communities, and focus groups. Regardless of user type, there is something for everyone. In addition to ensuring your satisfaction with JustFOIA, your Client Success Specialist will recommend resources found in the Training Center for JustFOIA, our complimentary learning management system with unlimited, on-demand access to hundreds of help videos and product documentation.

justfoia
an MCCi brand

JustFOIA Additional Information

WHAT'S INCLUDED WITH JustFOIA PRO K-12?

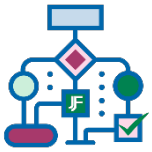
FEATURES & SERVICES	Pro K-12
Security & Compliance	
SOC 2 Certified Organization Partner	✓
Annual Employee Certified CJIS & HIPAA Training	✓
ADA/Section 508 Compliant	✓
CJIS ACE Seal of Compliance	✓
Secure Hosting on Microsoft Azure Government Cloud (FedRAMP Authorized at Level High)	✓
Texas Risk and Authorization Management Program (TX-RAMP) Certified Cloud Product	✓
System Updates	✓
Single Sign-on (SSO)	✓
Data Storage & Users	
Standard Data Storage	3 TB
Unlimited Administrators, Power Users, General Users, & Viewers	✓
Requester Experience	
One (1) Configurable Public Portal for Requesters to Submit & Track Requests	✓
Search Archive to Allow Requesters to Search Previous Requests	✓
Dynamic Form Fields (e.g., conditional fields or messages)	✓
User Experience	
Retention Schedules	✓
Configurable Workflow for User(s)/Department(s) to Work Concurrently	✓
DirectRoute Workflow	+
Notifications, Reminders & Alerts	✓
In-App Internal & External (Requester) Communication Tools	✓
In-App Redaction with Auto-Redaction (Unlimited Users)	✓
Unlimited File Size in Release to Requester	✓
Any & All Document Management with .PST File Extraction, Response Doc Folder Organization, In-App Document Viewer & Batch Auto-Redaction	✓
Time & Materials Tracking	✓
Invoicing Module	✓
Payment Portal for Credit Card Processing	+
Laserfiche Integration for Importing/Exporting Files	+
Reporting Dashboard	✓
Standard & Custom Reports through Advanced Reporting	✓
Training/Onboarding	
Dedicated Project Lead	✓
Live, Remote Administrator & Power User Training	✓
Live, Onsite Administrator & Power User Training	+
Two-Week Hypercare Period after Go-Live	✓
24/7/365 Training Center LMS with Client-Specific & General Trainings & Videos	✓
Client Service & Support	
Live Technical Support from 8 a.m. to 8 p.m. Eastern	✓
Dedicated Client Success Specialist	✓
Monthly Webinars	✓
JustFOIA Administration Assistance Hours	+

✓ *Included* + *Optional*

HOW DOES IT WORK?

Receive Records Requests through Your Configurable Public Portal
Direct requesters to an online experience to submit and track the status of their requests, search previous requests, pay invoices, and more. Requesters are automatically notified of receipt.

Create Custom Request Forms
Modernize paper forms and emailed PDF requests with as many configurable, web-based forms as you want. Digital forms allow you to quickly collect all the information you need from the start!



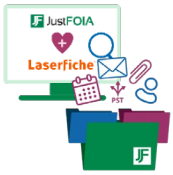
Reduce Response Times through Workflow
Streamline your process by automating repetitive tasks and communications through process mapping. Departments and users can be assigned and automatically notified of tasks and due dates. Reminders, escalations, reassignments, and approvals are configurable within each task.

Centralize All Communications – With the Requester and Internal
Create transparency and simplify your communications both internally and externally. Design and automate common communications with templated messages and workflows.

Redact Sensitive Information
Automatically redact documents with one click or manually remove sensitive data. Features include text search, proximity search, redact selected text and/or full page(s). There is no per-user fee, so any user can redact a document if they are permitted by your organization. An exemption log can be automatically generated to accompany each request to explain any redactions.

Estimate & Log Time & Materials
Keep track of the labor, time, and materials costs of fulfilling requests. Configure individual user hourly rates and standard material fees, so invoicing is made simple.

Generate Invoices and Receive Payments
Issue invoices and receive payments inside the Public Portal. Accept all forms of payments including credit cards via our optional, PCI-Compliant Payment Portal, using third-party payment processors.



Import & Organize Response Documents
Easily upload documents from your computer, network or via our optional Laserfiche integration for the requestor to retrieve through your secure JustFOIA Public Portal. Using our optional Any & All Document Management module, extract .PST files and simplify managing hundreds of files.

Analyze Comprehensive Reports
Custom reports are available, in addition to standard reports, such as:

- Processed Requests
- Bottlenecks
- User Activity
- Paused Requests
- Fees Totals
- Time and Materials
- Deleted Requests
- User Task Activity
- Correspondence
- Open Requests
- Request Retention
- Payment Details

WORLD-CLASS, STANDARD SECURITY & COMPLIANCE

JustFOIA is committed to providing a secure platform for our clients that meets or exceeds industry standards. JustFOIA's SOC 2 Type 2 certification, as defined by the American Institute of Certified Public Accountants (AICPA) demonstrates that an external auditing firm has verified the implementation of strict information security and risk management policies and procedures. JustFOIA's CIO is CISSP certified. **All JustFOIA client sites are deployed exclusively on the Azure Government Cloud**, which was built upon the foundational principles of security, privacy and control, compliance, and transparency. JustFOIA is also the only TX-RAMP Certified records request management cloud product.

SOC 2 COMPLIANCE

The official SOC 2 audit report provides a thorough review of processes relating to risk management, including:

- Internal Controls
- IT Infrastructure
- Logical Security
- Environmental Security
- Disaster Recovery Plans
- Access Management Policies
- Software Development Lifecycle
- Network Security
- Computer Operations
- Acceptable Use Policies
- Subservice Due Diligence
- Change Management Procedures
- Physical Security
- Business Continuity
- Corporate Ethics

MICROSOFT AZURE GOVERNMENT CLOUD

Microsoft Azure Government Cloud is FedRAMP Authorized at Level High and designed to handle data subject to certain government regulations and requirements, such as NIST800.171 (DIB), ITAR, IRS 1075, DoD L4, and CJIS. Azure Government uses physically isolated datacenters and networks (located in U.S. only).

ENCRYPTED DATA

The Solution is a web-based application, and all HTTP communications are secured in transit by TLS 1.2 (aka HTTPS). Your data is encrypted at rest transparently using 256-bit AES encryption, one of the strongest block ciphers available, and is FIPS 140-2 compliant.

WEB APPLICATION FIREWALL

Azure Web Application Firewall (WAF) provides protection of your web applications from common exploits and vulnerabilities. SQL injection and cross-site scripting are among the most common attacks. WAF on Application Gateway is based on Core Rule Set (CRS) 3.1, 3.0, or 2.2.9 from the Open Web Application Security Project (OWASP). With no additional configuration required, the WAF automatically updates to protect against new vulnerabilities.

LAYER 7 LOAD BALANCING & NETWORK SECURITY GROUPS

Load Balancing distributes traffic across multiple servers to improve availability and performance. Azure Application Gateway serves as a web traffic load balancer that directs traffic to web applications. While traditional load balancers operate at the transport layer (OSI layer 4), Azure Application Gateway makes routing decisions based on additional attributes of an HTTP request, such as URI path or host headers. Application layer (OSI layer 7) load balancing gives the JustFOIA team greater control in managing the Solution's infrastructure. As a second layer of protection, Network Security Groups applied will only allow traffic that is explicitly defined as allowed.

MONITORING & PERFORMANCE ANALYSIS

Our monitoring and alerting systems notify our Network Operations Center (NOC) of any issues with availability or performance. Our engineers are available 24/7 to address any cloud infrastructure issues.

P2S = POINT TO SITE VPN

Support & administrative personnel access the Solution's backend infrastructure via secure VPN connections only.

UPDATE MANAGEMENT

Updates for Windows Server OS and SQL Server are managed through Azure Automation Update Management, deploying critical and security updates monthly and classification updates quarterly.

AZURE BACKUP & SITE RECOVERY SERVICES

Azure Backup services provides independent and isolated backups to guard against accidental destruction of original data. Backups are encrypted and stored in a Recovery Services Vault with built-in management of recovery points.

The Solution's Disaster Recovery is built upon Azure Site Recovery (ASR), a native disaster recovery as a service that replicates all Virtual Machine disks (OS and Data for all web, application, and database servers) from the Azure Region hosting your production environment to a geographically disparate Azure Region. Replicas are kept up to date within five (5) minutes.

ONGOING SECURITY INNOVATION

As you can see, we take numerous measures to secure your data. While we're confident in our technology, we recognize that no system can guarantee data security with 100% certainty. For that reason, we will continue to innovate, maintain state of the art security measures, and thoroughly investigate any reported security issues concerning JustFOIA's services or software.

508/ADA COMPLIANCE

As part of our ongoing commitment to providing the easiest-to-use records requests software, we are dedicated to providing a web application that is accessible to the widest possible audience, regardless of technology or ability. As such, we strive to remove barriers that might prevent a person with disabilities from using our products by adhering to the Revised Section 508 Standards published by the United States Access Board.

ADA
Americans with Disabilities Act

The WCAG level of compliance is approved by the ADA for websites and provides recommendations for making content accessible. JustFOIA's citizen-facing pages perform at a Level AA (or level two) conformance to these guidelines, including:

- **Text Equivalents:** Alternative text for appropriate images and other non-text elements
- **Full Keyboard Access:** Built so that it can be accessed using a keyboard
- **Site Consistency:** Feature and functions perform the same way every time
- **Site Structure:** Appropriate headings, lists, paragraphs, style sheets, and other format features to enable easy use with assistive technology
- **Links:** Descriptive link titles, unless the link text already fully describes the target

JustFOIA routinely completes a Voluntary Product Accessibility Template (VPAT) and engages with external consultants certified by the International Association of Accessibility Professionals to ensure our Solution conforms with required standards. Our VPAT Report allows us to provide the data needed for your procurement team to verify that the JustFOIA Solution complies with Section 508 technical requirements.

DEFINITIONS

REDACTION MODULE (INCLUDED)

Our powerful in-App Redaction Module allows you to upload and redact documents automatically with one click or manually remove sensitive data. Features include text search, pattern matching, proximity search, redact selected text and/or full page(s). Easily apply exemption codes to cite redaction reasons. Once applied, redacted areas are burnt into the document and cannot be recovered or removed so only the redacted version can be released. There is no per-user fee, so any permitted user can redact a document.

JUSTFOIA TRAINING CENTER (INCLUDED)

The JustFOIA Training Center is a robust Learning Management System that offers remote learning, ongoing training and certification. This complimentary subscription provides an easy solution new user and refresher training. Benefits include:

- 24/7 access to on-demand JustFOIA training videos, certification courses and other resources
- Reduction in training time and expenses
- Catered learning for all skill levels from Basic Users to System Administrators
- Unlimited access for Client's entire organization
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption of JustFOIA
- Customized with fully indexed, recorded training sessions

ADVANCED REPORTING (INCLUDED)

The Advanced Reporting module will allow Client to select data points to create custom reports and includes the following:

- User-selectable data points
- User-defined date ranges
- Saving created reports
- Ability to export data

ANY & ALL DOCUMENT MANAGEMENT (INCLUDED)

For clients who receive requests for "Any and All" communications, the effort to determine the responsive documents can be overwhelming. Built for clients who need to work with a large number of files, JustFOIA's Any & All Document Management tool helps simplify and speed up this process with a variety of features, including:

- Extract .PST files (emails and attachments)
- Bulk redact and sort all files with one-click
- Detect duplicate emails
- Combine files into one PDF
- Create custom folders and review documents in the document viewer

SINGLE SIGN-ON (SSO) (INCLUDED)

The JustFOIA authentication system enables Single Sign-On ("SSO") integration by allowing connection to one of many supported identity providers. This allows users to login to JustFOIA via trusted connections established with their IT infrastructure (e.g., Azure Active Directory login) instead of using username and password authentication within JustFOIA. This feature eliminates the need for users to maintain two sets of credentials, is easier for Client's IT organization to maintain security protocols and gives Client better control over managing user access.

The following types of enterprise connections can be made:

- Azure Active Directory
- ADFS
- Open ID Connect
- PingFederate
- Active Directory
- Google Workspace (formerly G Suite, formerly Google Apps)
- SAML
- Duo

PAYMENT PORTAL (NOT INCLUDED)

JustFOIA integrates with Authorize.net, PayPal, NIC, and NCR/JetPay to collect payments from requestors online. These third-party payment processors handle all monetary transactions and sensitive credit card data. The requestor enters the request number/security key to see any fees that they owe. If they owe fees, they can pay through a secure Authorize.net, PayPal, NIC, or NCR/JetPay site. Once they pay, users are able to make the request documents available for immediate release.

LASERFICHE INTEGRATION (NOT INCLUDED)

Our exclusive Laserfiche integration is a seamless bridge, allowing your organization to leverage Laserfiche to fulfill records requests more quickly and efficiently. From inside the JustFOIA Solution, users can securely connect to their Laserfiche repository to search and browse for responsive documents, sending selected documents to a specific request in the same file format as they are in the repository. As part of your Laserfiche Integration, you can export custom system reports directly into your Laserfiche repository, as well as all parts of a request including communications, response documents, invoices, and a full timeline history of activity on the request. This integration requires each user to have a full Laserfiche license. Please see the Laserfiche Integration User & Configuration Guide.

DIRECTROUTE WORKFLOWS (NOT INCLUDED)

DirectRoute Workflows enhance your organization's efficiency by automating the initial routing of requests. This empowers requestors to pinpoint the exact department responsible for receiving and addressing their submission. This leads to a significant reduction in processing time, a streamlined user experience, and assurance that requests are routed accurately.

Like JustFOIA's standard workflow capabilities, DirectRoute Workflows can include due dates, reminders, escalations, approvals and trigger the dispatch of system and customized emails.

DYNAMIC FORM FIELDS (FUNCTIONALITY INCLUDED, NO CONFIGURATION INCLUDED)

For clients looking for a more advanced form experience, Dynamic Form Fields provide a way to create highly interactive and user-centric request forms. These fields adapt the form's behavior to requestor input and predefined conditions, specifically enhance the requestor experience. Dynamic Form Fields can be especially valuable in complex forms where all fields are not relevant to every requestor. The use of Dynamic Form Fields ensures all data necessary to process a request is collected at the initial submission.

A JustFOIA Dynamic Form Field is defined as a single form field (Dropdown, Checkbox, Text Area, Test Input, Date or Label) that becomes visible and/or required based on form selections or requestor input.

SANDBOX (NOT INCLUDED)

For clients that prefer to test proposed changes before making updates to their live system, JustFOIA offers a Sandbox environment. JustFOIA will provide a sandbox/testing environment based on a snapshot of the configuration and database on the day requests begin being processed via the JustFOIA Public Portal. An update can be requested at any time, for an additional cost.

justfoia
an MCCi brand

Required Forms

APPENDIX A CONTRACTOR BACKGROUND INFORMATION

All RFPs must contain this information.

Headquarters Street Address: 3717 Apalachee Parkway Suite 201

City: Tallahassee ***State:*** Florida ***Zip Code:*** 32311

Telephone Number: 850-701-0725 ***E-mail Address:*** salesoperations@justfoia.com

Website Address: https://www.justfoia.com

Name of Vendor: JustFOIA, Inc

Name of Contact Person for this proposal: Chris Di Blasi

3717 Apalachee Parkway Suite 201 ***Office Location Address:***

City: Tallahassee ***State:*** Florida ***Zip*** 32311

Telephone Number: 850-757-7251

E-mail Address: chrisd@justfoia.com

1. How many years has the company been in business?
   JustFOIA, Inc. has been in business since 2014, which makes it 11 years as of 2025. JustFOIA began as a product built for MCCi's public sector clients, leveraging over 20 years of experience servicing municipal clerks, records managers, and the public sector. In 2014, the JustFOIA Solution was launched to simplify records request management and enhance the user experience. By 2020, JustFOIA evolved into a separate legal entity and sister company to MCCi.

2. Is the company private or publicly traded?
   JustFOIA is a privately held company, wholly owned by CPC MCCi Holdings, Inc.

3. The full company name of the Contractor, the state in which the Contractor was organized, the date the Contractor was formed, the entity number assigned to the Contractor by California Secretary of State, if applicable, and the Contractor's federal taxpayer identification number;
   The full legal name of the Contractor is JustFOIA, Inc. The company was organized in the State of Delaware on November 4, 2019. JustFOIA, Inc. is registered with the California Secretary of State under entity number 5299150. The company's Federal Taxpayer Identification Number is 84-3633099.

4. A description of the Contractor's organizational structure, any anticipated changes to the Contractor's business and/or marketing strategies, whether public or non- public, that may impact the Contractor's ability to provide services in connection with the any or all phases of the Project;
   JustFOIA operates under a streamlined organizational structure that includes dedicated teams for Implementation, Client Success, Support, Product Development, and Sales. This structure enables efficient coordination and specialization across all areas of service delivery, ensuring consistent performance throughout every phase of the project. There are no anticipated

changes to JustFOIA's organizational structure, business operations, or marketing strategies—public or non-public—that would impact our ability to deliver services in support of this project. JustFOIA is a stable, privately held company with a focused mission to serve government agencies through secure, scalable, and continuously evolving public records request management solutions. Any material changes, should they arise, would be communicated promptly to ensure transparency and service continuity.

5. A description of any existing business relationships the Contractor, any of its parent and/or affiliate companies have with the Board, Superintendent or any of the school districts or community college districts in Santa Clara County;

   JustFOIA does not have any existing business relationships with the Board, Superintendent, or any of the school districts or community college districts in Santa Clara County.

6. A description of any and all claims and judicial or administrative actions filed against the Contractor and/or its parent or affiliate companies in the last five years and the outcome of those claims and actions, including, without limitation, decision adverse to the Contractor and/or its parent or affiliate companies;

   JustFOIA does not have any claims, judicial, or administrative actions filed against the company or its parent/affiliate companies in the last five years that resulted in decisions adverse to the organization.

7. A description of any and all disciplinary actions or other actions taken within the last five years by any governmental or regulatory entity (including, without limitation, any court) against the Contractor and/or its parent or affiliate companies and/or any of their respective owners or principals

   JustFOIA does not have any disciplinary actions or other actions taken within the last five years by any governmental or regulatory entity against the company, its parent or affiliate companies, or their respective owners or principals.

8. A list and summary of any and all judicial or administrative proceedings involving the Contractor's sourcing activities and ant-trust actions to which the Contractor and/or its parent or affiliate companies have been a party within the last five years.

   JustFOIA does not have any judicial or administrative proceedings involving its sourcing activities or antitrust actions to which it or its parent or affiliate companies have been a party within the last five years.

This section intentionally left blank. Continued on the next page.

APPENDIX B

NON-COLLUSION AFFIDAVIT

(To Be Executed by Vendor and Submitted With RFP)

I, Victor D'Aurio, declare as follows:

That I am the Chief Operations Officer of JustFOIA, Inc, the party making the attached RFP; that the attached RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the RFP is genuine and not collusive or sham; that the vendor has not directly or indirectly induced or solicited any other vendor to put in a false or sham RFP, or that anyone shall refrain from bidding; that the vendor has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the RFP price, or of that of any other vendor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFP are true; and further, that the vendor has not, directly or indirectly, submitted his or her RFP price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham RFP.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 8th day of May, 2025, at

3717 Apalachee Parkway Suite 201,

Tallahassee, Fl. 32311
City State

E-SIGNED by Victor D'Aurio
on 2025-05-08 18:57:22 GMT

Authority: Public Contract Code 7106 CCP 2015.5

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Resolution No. 04-052925 to Authorize Temporary Borrowing Between School District Funds

Estimated Time:

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

Background:
This resolution would allow temporary transfers between any funds of the District as instructed by the Superintendent or his designee and authorizes the Santa Clara County Treasurer to honor warrants drawn on those funds regardless of their cash balances, provided the aggregate cash balance of all those funds is positive. This is a recurring and routine resolution that staff has taken the the board previously.

Fiscal Implication:
None.

Recommended Action:
It is recommended that the Board of Trustees approve Resolution No. 04-052925 to Authorize Temporary Borrowing between Funds of the School District.

ATTACHMENTS:

Description	Type	Upload Date
Resolution No. 04-052925 to Authorize Temporary Borrowing Between School District Funds	Backup Material	5/20/2025

Mountain View Whisman School District
Resolution No. 04-052925
Resolution to Authorize Temporary Borrowing between Funds of the School District

WHEREAS, the Santa Clara County Treasurer does not have authority to honor warrants drawn on school district funds with insufficient cash balances in the absence of an approved borrowing arrangement with the district; and

WHEREAS, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, actual interfund transfers shall be accounted for as temporary loans between funds and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Mountain View Whisman School District's Board of Trustees hereby authorizes, for fiscal year 2025-2026, temporary transfers between any funds of the district as instructed by the Superintendent or his designee and authorizes the Santa Clara County Treasurer to honor warrants drawn on those funds regardless of their cash balances, provided the aggregate cash balance of all those funds is positive

2. The Mountain View Whisman School District's Board of Trustees hereby authorizes the Superintendent or his designee to approve any actual interfund transfers processed between the above-mentioned funds.

PASSED AND ADOPTED BY the Governing Board of the Mountain View Whisman School District of Santa Clara County, State of California, this 29th day of May 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____

Clerk 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 5/29/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Change Order No. 18- Mountain View Whisman School District Staff Housing Project, Palisade Builders

Estimated Time:

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

Background:
During the Staff Housing Project, unforeseen conditions, jurisdictional requirements and owner requested changes have resulted in the use of the Owners contingency. Now that the project has been completed, the balance of the owners contingency and contractor contingency are being refunded back to the District.
Change Order No. 18 will decrease the District's contract with Palisade Builders by ($430,096.24).

Change Order No.1 and No. 2 for this project there were no cost contingency adjustments.
Change Order No.3 for $283,852 increased the contract amount to $68,071,138.55.
Change Order No.4, No.5, and No.6 for this project were no cost contingency adjustments.
Change Order No.7 for $131,762.79 increased the contract amount to $68,202,901.34.
Change Order No.8 for $215,606.99 increased the contract amount to $68,418,508.33.
Change Order No.9 for this project was a no cost contingency adjustment.
Change Order No.10 for ($492,501.81) decreased the contract amount to $67,926,006.52.
Change Order No.11 for this project was a no cost contingency adjustment.
Change Order No.12 for $167,225.23 increased the contract amount to $68,093,231.75.
Change Order No.13, No. 14, No.15 and No. 16 for this project were no cost contingency adjustments.
Change Order No.17 for $136,507.46 increased the contract amount to $68,229,739.21.
Change Order No.18 for ($430,096.24) will decrease the contract amount to $67,799,642.97

Change Order No. 18 is the final change order for the project.

Fiscal Implication:
None. This contract is charged to Measure T.

Recommended Action:
It is recommended that the Board of Trustees approve Change Order No.18 for Palisade Builders for the Staff Housing Project.

ATTACHMENTS:

Description	Type	Upload Date
Change Order No. 18- Mountain View Whisman School District		

PALISADE BUILDERS, INC.

PCCO #018

Palisade Builders, Inc.
900 E. Hamilton Avenue, Suite 140
Campbell, California 95008
Phone: +14084297700

Project: 2800 - 777 W. Middlefield - Building C
669 N. Shoreline Blvd.
Mountain View, California 94043
Phone: 408-429-7700

Prime Contract Change Order #018: PCO 112, 113, 114, 115

TO:	**Mountain View Whisman School District** 1400 Montecito Avenue Mountain View, California 94043	**FROM:**	**Palisade Builders, Inc.** 900 E. Hamilton Ave, Suite 140 Campbell, California 95008
DATE CREATED:	3/21/2025	**CREATED BY:**	Hesham Naja **(Palisade Builders, Inc.)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1:Building C Prime Contract	**TOTAL AMOUNT:**	($430,096.24)

DESCRIPTION:
Change Type: Owner's Contingency AIA A201-2017: Article 7

Change Type: Construction Contingency AIA A102-2017:5.2.1.1

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
112	CE #158 - January 2025 - Buy-Out Savings Contingency Transfer		$0.00
113	CE #159 - Contingency Savings Split		$0.00
114	CE #160 - Final Security Guard Service Through 2/13/25		$0.00
115	CE #161 - Soft Cost Contingency Surplus Return to Owner		($430,096.24)
		Total:	($430,096.24)

CHANGE ORDER LINE ITEMS:

PCO # 112: CE #158 - January 2025 - Buy-Out Savings Contingency Transfer

#	Budget Code	Description	Amount
1	80-80000.O CONSTRUCTION CONTINGENCY (2.5%)	Contingency Transfer	$232,711.52
2	90-90000.O OVERHEAD AND PROFIT (4.9%)	PBI Fee	$(10,870.22)
3	80-80000.O CONSTRUCTION CONTINGENCY (2.5%)	Bond Savings Transfer to Contingency	$217,449.23
4	01-01030.O GC BOND	Bond Savings Transfer to Contingency	$(217,449.23)
5	02-02580.O HAUL SPOILS		$(7,368.00)
6	02-02700.O MAN LIFT		$(14,865.25)
7	02-02850.O TRAFFIC CONTROL		$(2,664.71)
8	02-02870.O SWPPP		$(43.07)
9	02-02770.O PAVEMENT MARKINGS, SIGNS, BUMPERS		$(50.00)
10	02-02900.O LANDSCAPE & IRRIGATION		$(19,295.63)
11	02-02940.O LANDSCAPE POTTERY		$(6,174.54)

PALISADE BUILDERS, INC.

PCCO #018

#	Budget Code	Description	Amount
12	02-02980.O ON SITE CONCRETE, CURB & GUTTER & SIDE WALK & DRIVE WAY		$(21,869.44)
13	03-03300.O STRUCTURAL CONCRETE		$(8,915.00)
14	04-04100.O CMU PLANTER WALLS, ETC.		$(212.01)
15	04-04200.O MASONRY VENEER		$1,256.37
16	05-05510.O BALCONY / PATIO RAILING TUBE STEEL & BOK MODERN		$(154.24)
17	05-05610.O STRUCTURAL CLIPS FOR STAIRS AND MISC. STEEL		$(987.00)
18	05-05700.O LANDSCAPE & ORNAMENTAL STEEL		$(24,084.00)
19	06-06100.O CABINETS		$(1,400.00)
20	06-06200.O ROUGH CARPENTRY LABOR		$(985.48)
21	06-06400.O INTERIOR FINISH CARPENTRY LABOR		$(1,870.00)
22	06-06450.O MISC. CARPENTRY		$1,687.71
23	07-07200.O WATERPROOFING BIO-RETENTION LINER		$(6,650.00)
24	07-07350.O WATERPROOFING PRIVATE - PLI-DECK		$(7,960.00)
25	07-07450.O INSULATION		$(202.00)
26	07-07700.O FIREPROOFING		$(4,440.59)
27	07-07750.O FIRE STOPPING		$(10,576.21)
28	07-07850.O SEALANTS AND CAULKING		$1,435.12
29	08-08100.O WINDOWS		$(500.00)
30	09-09100.O PLASTER/SCAFFOLDING		$(40,399.00)
31	09-09350.O KITCHEN-VANITY COUNTERS		$(5,910.00)
32	09-09540.O COMMON AREA FLOORING VINYL & CARPET		$3,471.16
33	09-09650.O COMMON AREA CERAMIC FLOOR/WALLS		$(5,471.00)
34	09-09900.O COMMON AREA FINISHES		$(6,390.36)
35	10-10100.O SIGNAGE		$(4,696.14)
36	10-10450.O KNOX BOXES		$(87.03)
37	10-10650.O MISC. SPECIALTIES		$(4,410.67)
38	11-11100.O APPLIANCES		$(10,000.00)
39	13-13100.O BUILDING MAINTENANCE SYSTEM		$(10,913.00)
40	15-15110.O SUB METERS		$(147.16)
41	15-15150.O FIRE PROTECTION		$(0.13)
		Grand Total:	**$0.00**

PCO # 113: CE #159 - Contingency Savings Split

#	Budget Code	Description	Amount
1	80-80000.O CONSTRUCTION CONTINGENCY (2.5%)		$(660,016.70)
2	90-90000.O OVERHEAD AND PROFIT (4.9%)	30% split of savings	$198,005.01
3	80-81000.A Soft Cost Contingency.Allowance		$462,011.69
		Grand Total:	**$0.00**

PCO # 114: CE #160 - Final Security Guard Service Through 2/13/25

#	Budget Code	Description	Amount
1	01-01910.O Walking Guard.Other	3rd Security guard shortfall	$30,424.64
2	90-90000.O OVERHEAD AND PROFIT (4.9%)	PBI Fee	$1,490.81

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PALISADE BUILDERS, INC.

PCCO #018

#	Budget Code	Description	Amount
3	80-81000.A Soft Cost Contingency.Allowance	Soft Cost Contingency Offset	$(31,915.45)
		Grand Total:	**$0.00**

PCO # 115: CE #161 - Soft Cost Contingency Surplus Return to Owner

#	Budget Code	Description	Amount
1	80-81000.A Soft Cost Contingency.Allowance		$(430,096.24)
		Grand Total:	**$(430,096.24)**

The original (Contract Sum)	$67,787,286.85
Net change by previously authorized Change Orders	$442,452.36
The contract sum prior to this Change Order was	$68,229,739.21
The contract sum would be changed by this Change Order in the amount of	($430,096.24)
The new contract sum including this Change Order will be	$67,799,642.97
The contract time will not be changed by this Change Order.	

Mountain View Owner, LLC

DocuSigned by:
1ECDF250AE424CD...
4/14/2025

SIGNATURE **DATE**

Geofrey Gutierrez

Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, California 94043

SIGNATURE **DATE**

Rebecca Westover

Palisade Builders, Inc.
900 E. Hamilton Ave, Suite 140
Campbell, California 95008

DocuSigned by:
CFB40C25DEBB41B...
4/8/2025

SIGNATURE **DATE**

Hesham Naja

Docusign Envelope ID: 8377399D-6BAB-4E15-94F7-FC480B7D21D7

PALISADE BUILDERS, INC.

PCO #112

Palisade Builders, Inc.
900 E. Hamilton Avenue, Suite 140
Campbell, California 95008
Phone: +14084297700

Project: 2800 - 777 W. Middlefield - Building C
669 N. Shoreline Blvd.
Mountain View, California 94043
Phone: 408-429-7700

Prime Contract Potential Change Order #112: CE #158 - January 2025 - Buy-Out Savings Contingency Transfer

TO:	Mountain View Whisman School District 1400 Montecito Avenue Mountain View California, 94043	**FROM:**	Palisade Builders, Inc. 900 E. Hamilton Ave, Suite 140 Campbell California, 95008
PCO NUMBER/REVISION:	112 / 0	**CONTRACT:**	1 - Building C Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Hesham Naja **(Palisade Builders, Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	2/3 /2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$0.00

POTENTIAL CHANGE ORDER TITLE: CE #158 - January 2025 - Buy-Out Savings Contingency Transfer

CHANGE REASON: Contractor Coordination

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #158 - January 2025 - Buy-Out Savings Contingency Transfer
Buy-out savings transfer to contingency.

Change Type: Construction Contingency AIA A102-2017:5.2.1.1
ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	80-80000 - Construction Contingency	Contingency Transfer	Other	$ 232,711.52
2	90-90000 - Overhead and Profit	PBI Fee	Other	($10,870.22)
3	80-80000 - Construction Contingency	Bond Savings Transfer to Contingency	Other	$ 217,449.23
4	01-01030 - GC Bond	Bond Savings Transfer to Contingency	Other	($217,449.23)
5	02-02580 - Haul Spoils		Other	($7,368.00)
6	02-02700 - Man-Lift		Other	($14,865.25)
7	02-02850 - Traffic Control		Other	($2,664.71)
8	02-02870 - SWPPP		Other	($43.07)
9	02-02770 - Pavement Markings, Signs, Bumpers		Other	($50.00)
10	02-02900 - Landscape & Irrigation		Other	($19,295.63)
11	02-02940 - Landscape Pottery		Other	($6,174.54)
12	02-02980 - On-Site Concrete, Curb, & Gutter & Sidewalk & Driveway		Other	($21,869.44)
13	03-03300 - Structural Concrete		Other	($8,915.00)
14	04-04100 - CMU Planter Walls, Etc.		Other	($212.01)
15	04-04200 - Masonry Veneer		Other	$ 1,256.37
16	05-05510 - Balcony/Patio Railing Tube Steel & BOK Modern		Other	($154.24)
17	05-05610 - Structural Clips For Stairs and Misc. Steel		Other	($987.00)

PALISADE BUILDERS, INC.

PCO #112

18	05-05700 - Landscape & Ornamental Steel		Other	($24,084.00)
19	06-06100 - Cabinets		Other	($1,400.00)
20	06-06200 - Rough Carpentry Labor		Other	($985.48)
21	06-06400 - Interior Finish Carpentry Labor		Other	($1,870.00)
22	06-06450 - Misc. Carpentry		Other	$ 1,687.71
23	07-07200 - Waterproofing Bio-Retention Liner		Other	($6,650.00)
24	07-07350 - Waterproofing Private - Pli-Deck		Other	($7,960.00)
25	07-07450 - Insulation		Other	($202.00)
26	07-07700 - Fireproofing		Other	($4,440.59)
27	07-07750 - Fire Stopping		Other	($10,576.21)
28	07-07850 - Sealants and Caulking		Other	$ 1,435.12
29	08-08100 - Windows		Other	($500.00)
30	09-09100 - Plaster/Scaffolding		Other	($40,399.00)
31	09-09350 - Kitchen-Vanity Counters		Other	($5,910.00)
32	09-09540 - Common Area Flooring Vinyl & Carpet		Other	$ 3,471.16
33	09-09650 - Common Area Ceramic Floor/Walls		Other	($5,471.00)
34	09-09900 - Common Area Finishes		Other	($6,390.36)
35	10-10100 - Signage		Other	($4,696.14)
36	10-10450 - Knox Boxes		Other	($87.03)
37	10-10650 - Misc. Specialties		Other	($4,410.67)
38	11-11100 - Appliances		Other	($10,000.00)
39	13-13100 - Building Maintenance System		Other	($10,913.00)
40	15-15110 - Sub Meters		Other	($147.16)
41	15-15150 - Fire Protection		Other	($0.13)
			Subtotal:	$0.00
			Grand Total:	**$0.00**

Per the terms and conditions of our contract, we request official notice to proceed to start this extra work without further delay to the construction schedule. This can be done by signing below and returning to our office immediately. You are authorizing us to proceed with the extra work and you are accepting these costs to be added to the contract work as a change order per the terms of the Prime Contract. If you have any questions, please contact Hesham Naja at (650) 333-0760 as soon as possible.

Mountain View Whisman School District
1400 Montecito Avenue
Mountain View California 94043

Palisade Builders, Inc.
900 E. Hamilton Ave, Suite 140
Campbell California 95008

SIGNATURE **DATE**

SIGNATURE **DATE**

Docusign Envelope ID: 8377399D-6BAB-4E15-94F7-FC480B7D21D7

04-04200 - Masonry Veneer

JC Detail

Jobs: 2800. - 2800. **Phases: 04200. . - 04200. .** **All Cost Types** **Units: Actual**
All Months **All Dates** **All JC Transaction Types** **All Departments**

Mth	Trans#	Actual Date	Trans	Source			Description	Hours	Cost
2800. Parcel "C" - The Sevens - 777 W. Middlefield Road									
04200. MASONRY VE	3	08/24	08/31/2	603	AP	AP Entry	3368 STEVE MASON CONCRETE 2800.-26-7200 / TR# 353 / 5 / APCo: 2 / SL#-Item 2800-2980,3500,7200-5	0.00	16,000.00
04200. MASONRY VE	3	08/24	08/31/2	633	AP	AP Entry	3368 STEVE MASON CONCRETE 2800.-26-7200 / TR# 353 / 5 / APCo: 2 / SL#-Item 2800-2980,3500,7200-5	0.00	-16,000.00
04200. MASONRY VE	3	08/24	08/31/2	634	AP	AP Entry	3368 STEVE MASON CONCRETE 2800.-26-7200 / TR# 353 / 5 / APCo: 2 / SL#-Item 2800-2980,3500,7200-5	0.00	16,000.00
						Total for Cost Type: 3		**0.000** **0.00**	**16,000.00**
04200. MASONRY VE	5	04/24	04/23/2	564	AP	AP Entry	1855 White Cap, L.P. 50026367267 / TR# 335 / 1 / APCo: 2 Super Blue 1 gal Concr Renovat	0.00	146.83
04200. MASONRY VE	5	06/24	05/17/2	172	JC	JC CostAd	Re-code from 10650 to 04200 per HN Home Depot $311.54	0.00	311.54
04200. MASONRY VE	5	06/24	05/17/2	174	JC	JC CostAd	Re-code from 09540 to 04200 per HN Home Depot $709.90	0.00	709.90
04200. MASONRY VE	5	06/24	05/17/2	176	JC	JC CostAd	Re-code from 09540 to 04200 per HN Home Depot $401.58	0.00	401.58
04200. MASONRY VE	5	06/24	06/09/2	231	AP	AP Entry	393 Home Depot Credit Se 6100865 / TR# 77 / 1 / APCo: 2	0.00	96.17
04200. MASONRY VE	5	06/24	06/14/2	577	AP	AP Entry	393 Home Depot Credit Se 1223688-CM / TR# 277 / 1 / APCo: 2	0.00	-119.65
						Total for Cost Type: 5		**0.000** **0.00**	**1,546.37**
						Total For Phase: 04200. .		**0.00**	**17,546.37**
						Total For Job: 2800.		**0.00**	**17,546.37**
						Total For Company:2		**0.00**	**17,546.37**

Docusign Envelope ID: 8377399D-6BAB-4E15-94F7-FC480B7D21D7

2800/06450 unbilled costs $1,687.71
PBI Self-Performed Work

06-06400 - Interior Finish Carpentry Labor

Jobs: 2800. - 2800. **Phases: 06450. . - 06450. .** **All Cost Types** **Units: Actual**
All Months **All Dates** **All JC Transaction Types** **All Departments**

Mth	Trans#	Actual Date	Trans	Source	Description			Hours	Cost
2800. Parcel "C" - The Sevens - 777 W. Middlefield Road									
06450. MISC. CARPE	1	04/23	04/30/2:	807	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	24.00	1,668.87
06450. MISC. CARPE	1	05/23	05/21/2:	429	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	16.00	1,112.60
06450. MISC. CARPE	1	05/23	05/28/2:	598	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	16.00	1,111.11
06450. MISC. CARPE	1	06/23	06/04/2:	31	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	16.00	1,112.58
06450. MISC. CARPE	1	06/23	06/11/2:	191	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	16.00	1,112.58
06450. MISC. CARPE	1	06/23	06/18/2:	254	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	16.00	1,112.58
06450. MISC. CARPE	1	06/23	06/25/2:	422	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	16.00	1,112.58
06450. MISC. CARPE	1	07/23	07/02/2:	6	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	16.00	1,111.16
06450. MISC. CARPE	1	07/23	07/09/2:	142	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	8.00	555.57
06450. MISC. CARPE	1	07/23	07/16/2:	286	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	16.00	1,112.58
06450. MISC. CARPE	1	07/23	07/23/2:	471	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	16.00	1,112.58
06450. MISC. CARPE	1	07/23	07/30/2:	613	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	16.00	1,112.58
06450. MISC. CARPE	1	08/23	08/06/2:	152	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	16.00	1,112.58
06450. MISC. CARPE	1	08/23	08/13/2:	194	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	16.00	1,112.58
06450. MISC. CARPE	1	08/23	08/20/2:	343	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	16.00	1,112.58
06450. MISC. CARPE	1	08/23	08/27/2:	438	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	16.00	1,112.58
06450. MISC. CARPE	1	09/23	09/03/2:	88	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	16.00	1,112.58
06450. MISC. CARPE	1	09/23	09/10/2:	129	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	16.00	1,101.94
06450. MISC. CARPE	1	09/23	09/17/2:	266	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	16.00	1,112.58
06450. MISC. CARPE	1	09/23	09/24/2:	390	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	16.00	1,112.58
06450. MISC. CARPE	1	10/23	10/01/2:	102	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	16.00	1,112.58
06450. MISC. CARPE	1	10/23	10/08/2:	152	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	16.00	1,112.58
06450. MISC. CARPE	1	10/23	10/15/2:	276	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	16.00	1,112.60
06450. MISC. CARPE	1	10/23	10/22/2:	322	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	16.00	1,112.58

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JC Detail

Jobs: 2800. - 2800. Phases: 06450. . - 06450. . All Cost Types Units: Actual
All Months All Dates All JC Transaction Types All Departments

Mth	Trans#	Actual Date	Trans	Source	Description		Hours	Cost
2800. Parcel "C" - The Sevens - 777 W. Middlefield Road - Continued								
					Total for Cost Type: 1	0.000	384.00	26,687.71
					Total For Phase: 06450. .		384.00	26,687.71
					Total For Job: 2800.		384.00	26,687.71
					Total For Company:2		384.00	26,687.71

less prior billed
<25,000->
unbilled bal $1,687.71

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07-07850 - Sealants and Caulking

2800/ 07850 $5,535.97

2800 - Parcel C
Cost Code 07850 - Sealants & Caulking
PBI Self-Performed

Description	Vendor/Employee	Period		Unbilled Costs
PBI Self Perf Labor	Daniel Barrera-Ruiz	P/R ending 10/15/24	$	1,685.51
Materials	White Cap LP	Inv.50028517949	$	1,037.76
Materials	White Cap LP	Inv. 50028483055	$	2,525.26
Materials	White Cap LP	Inv. 50028444633	$	218.24
Materials	White Cap LP	Inv. 50028463558	$	69.20
	Total billed in AIA#29 - Final		$	5,535.97

Docusign Envelope ID: 8377399D-6BAB-4E15-94F7-FC480B7D21D7

WHITE CAP

White Cap, L.P.
PO Box 4944
Orlando, FL 32802-4944

INVOICE

BRANCH ADDRESS
733 - SANTA CLARA

(408) 215-9281
2900 MEAD AVENUE
SANTA CLARA CA 95051
SANTA CLARA

INVOICE NUMBER
50028517949
INVOICE DATE
09/27/2024
CUSTOMER PO NUMBER

1855

2800

PROJECT:
CAT CODE: 07850
$ 1037.76
HWN
DATE: 10/8/24

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TERRITORY:

ACCOUNT # 46695000

SHIP TO: 10003673040

MAKE CHECKS PAYABLE TO:
White Cap, L.P. P.O. BOX 6040 CYPRESS, CA 90630-0040

PALISADE BUILDERS INC
900 E HAMILTON AVENUE
SUITE 140
CAMPBELL CA 95008

777 W MIDDLEFIELD RD
777 W MIDDLEFIELD RD
MOUNTAIN VIEW CA 94043

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
09/18/2024	61790724	ERIC CARBAJAL	ESREY, TODD P	JUAREZ, MARIA PATRICIA
BRANCH	**ACCT JOB NO.**	**TERMS**	**SHIP VIA / ROUTING**	**CUSTOMER JOB NO.**
733	10003673040	NET 30 DAYS	2. OUR TRUCK	777 W MIDDLEFIELD

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	**********	1	0	0	1	0.00	
		DELIVERY TAG#: 31542959 SHIPPING NOTES: RECV'D LINES 5 AND 6 09/26 - 733 - 1 PALLET RECV'D LINES 1.2 AND 2.2 09/24 - 733 - 1 PALLET RECEIVED 2 PCS. OF LINE1, 2 PCS. OF LINE2 09/20 - 733 - 1 BOX 9.19 - 733 1 BOX *-*-LINE 1&2 TRANSFER 2ND DAY AIR*-*- **********						
5	557946851385	20OZ SAUS ALUMINUM STONE SPECTREM 1 SILICONE SEALANT 15/CS TREMCO	30	15.85 EA	0	30	475.50	43.38
6	557946878385	20OZ SAUS ANODIZED ALUMINUM SPECTREM 1 SILICONE SEALANT 15/CS TREMCO	30	15.85 EA	0	30	475.50	43.38

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at About.WhiteCap.com

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TOTAL GROSS	951.00
TOTAL TAX	86.76
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	1,037.76

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WHITE CAP

2800

White Cap, L.P.
PO Box 4944
Orlando, FL 32802-4944

#1855

COST CODE: 07850
AMOUNT: $ 2525.26
APPROVED BY: HWN
DATE: 10/8/24

ACCOUNT # 46695000

BRANCH ADDRESS
733 - SANTA CLARA

(408) 215-9281
2900 MEAD AVENUE
SANTA CLARA CA 95051
SANTA CLARA

INVOICE

INVOICE NUMBER
50028483055
INVOICE DATE
09/25/2024
CUSTOMER PO NUMBER

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White Cap, L.P. P.O. BOX 6040 CYPRESS, CA 90630-0040

PALISADE BUILDERS INC
900 E HAMILTON AVENUE
SUITE 140
CAMPBELL CA 95008

777 W MIDDLEFIELD RD
777 W MIDDLEFIELD RD
MOUNTAIN VIEW CA 94043

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
09/18/2024	61790724	ERIC CARBAJAL	ESREY, TODD P	JUAREZ, MARIA PATRICIA
BRANCH	**ACCT JOB NO.**	**TERMS**	**SHIP VIA / ROUTING**	**CUSTOMER JOB NO.**
733	10003673040	NET 30 DAYS	2. OUR TRUCK	777 W MIDDLEFIELD

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	********** DELIVERY TAG#: 31499890 SHIPPING NOTES: RECV'D LINES 1.2 AND 2.2 09/24 - 733 - 1 PALLET RECEIVED 2 PCS. OF LINE1, 2 PCS. OF LINE2 09/20 - 733 - 1 BOX 9.19 - 733 1 BOX *-*-LINE 1&2 TRANSFER 2ND DAY AIR*-*- **********	1	0	0	1	0.00	
1	279946881385	20OZ SAUS SANDSTONE SPECTREM 1 SILICONE SEALANT 15/CS TREMCO	58	15.85 EA	0	58	919.30	83.90
2	557946853385	20OZ SAUS GRAY SPECTREM 1 SILICONE SEALANT 15/CS TREMCO	88	15.85 EA	0	88	1,394.80	127.26

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TOTAL GROSS	2,314.10
TOTAL TAX	211.16
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	2,525.26

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WHITE CAP

2800

White Cap, L.P.
PO Box 4944
Orlando, FL 32802-4944

#1855

07850
$218.24
HWN
DATE 10/8/24

BRANCH ADDRESS
733 - SANTA CLARA
(408) 215-9281
2900 MEAD AVENUE
SANTA CLARA CA 95051
SANTA CLARA

INVOICE

INVOICE NUMBER
50028444633
INVOICE DATE
09/23/2024
CUSTOMER PO NUMBER

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ENROLLMENT TOKEN:
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TERRITORY:

ACCOUNT # 46695000

SHIP TO: 10003673040

MAKE CHECKS PAYABLE TO:
White Cap, L.P. **P.O. BOX 6040** **CYPRESS, CA 90630-0040**

PALISADE BUILDERS INC
900 E HAMILTON AVENUE
SUITE 140
CAMPBELL CA 95008

777 W MIDDLEFIELD RD
777 W MIDDLEFIELD RD
MOUNTAIN VIEW CA 94043

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
09/18/2024	61790724	ERIC CARBAJAL	ESREY, TODD P	JUAREZ, MARIA PATRICIA
BRANCH	**ACCT JOB NO.**	**TERMS**	**SHIP VIA / ROUTING**	**CUSTOMER JOB NO.**
733	10003673040	NET 30 DAYS	2. OUR TRUCK	777 W MIDDLEFIELD

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	********** DELIVERY TAG#: 31455298 SHIPPING NOTES: RECEIVED 2 PCS. OF LINE1, 2 PCS. OF LINE2 09/20 - 733 - 1 BOX 9.19 - 733 1 BOX *-*-LINE 1&2 TRANSFER 2ND DAY AIR*-*- **********	1	0	0	1	0.00	
3	638B12S20	20 OZ ALUMINUM SAUSAGE GUN 12:1 W/ WHITE CAP LOGO ALBION	1	69.99 EA	0	1	69.99	6.39
4	SHIPPING	SHIPPING AND HANDLING	1	130.000 EA	0	1	130.00	11.86

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TOTAL GROSS	199.99
TOTAL TAX	18.25
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	218.24

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WHITE CAP®

White Cap, L.P.
PO Box 4944
Orlando, FL 32802-4944

2800

#655

07850

$ 69.20

APPROVED BY: HWN

DATE: 10/8/24

ACCOUNT # 46695000

PALISADE BUILDERS INC
900 E HAMILTON AVENUE
SUITE 140
CAMPBELL CA 95008

BRANCH ADDRESS
733 - SANTA CLARA

(408) 215-9281
2900 MEAD AVENUE
SANTA CLARA CA 95051
SANTA CLARA

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ENROLLMENT TOKEN:
HTP MQX XMH

TERRITORY:

SHIP TO: 10003673040

777 W MIDDLEFIELD RD
777 W MIDDLEFIELD RD
MOUNTAIN VIEW CA 94043

INVOICE

INVOICE NUMBER
50028463558
INVOICE DATE
09/24/2024
CUSTOMER PO NUMBER

MAKE CHECKS PAYABLE TO:
White Cap, L.P. P.O. BOX 6040 CYPRESS, CA 90630-0040

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
09/18/2024	61790724	ERIC CARBAJAL	ESREY, TODD P	JUAREZ, MARIA PATRICIA
BRANCH	**ACCT JOB NO.**	**TERMS**	**SHIP VIA / ROUTING**	**CUSTOMER JOB NO.**
733	10003673040	NET 30 DAYS	2. OUR TRUCK	777 W MIDDLEFIELD

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	********** DELIVERY TAG#: 31456515 SHIPPING NOTES: RECV'D LINES 1.2 AND 2.2 09/24 - 733 - 1 PALLET RECEIVED 2 PCS. OF LINE1, 2 PCS. OF LINE2 09/20 - 733 - 1 BOX 9.19 - 733 1 BOX *-*-LINE 1&2 TRANSFER 2ND DAY AIR*-*- **********	1	0	0	1	0.00	
1	279946881385	20OZ SAUS SANDSTONE SPECTREM 1 SILICONE SEALANT 15/CS TREMCO	2	15.85 EA	0	2	31.70	2.90
2	557946853385	20OZ SAUS GRAY SPECTREM 1 SILICONE SEALANT 15/CS TREMCO	2	15.85 EA	0	2	31.70	2.90

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Sales Tax Exemption Questions or Certificates: TaxExemptCredit@whitecap.com

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TOTAL GROSS	63.40
TOTAL TAX	5.80
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	69.20

RECEIVED BY: RAUL CARILLO SIGNATURE COPY ON FILE

Docusign Envelope ID: 8377399D-6BAB-4E15-94F7-FC480B7D21D7

2800/07850 $5,535.97

JC Detail

Jobs: 2800. - 2800. **Phases:** 07850. . - 07850. . **All Cost Types** **Units: Actual**
All Months **All Dates** **All JC Transaction Types** **All Departments**

Mth	Trans#	Actual Date	Trans	Source	Description			Hours	Cost
2800. Parcel "C" - The Sevens - 777 W. Middlefield Road									
07850. SEALANTS &	1	05/24	05/19/24	197	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	40.00	2,805.77
07850. SEALANTS &	1	06/24	06/23/24	352	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	40.00	2,805.77
07850. SEALANTS &	1	06/24	06/30/24	373	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	40.00	2,805.77
07850. SEALANTS &	1	07/24	07/07/24	97	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	32.00	2,244.62
07850. SEALANTS &	1	07/24	07/28/24	328	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	40.00	2,805.76
07850. SEALANTS &	1	10/24	10/15/24	171	PR	PR Entry	/ 305 / Barrera Ruiz , Daniel	24.00	1,685.51
				Total for Cost Type: 1			**0.000**	**216.00**	**15,153.20**
07850. SEALANTS &	4	04/24	04/19/24	630	AP	AP Entry	1829 Mobile Modular 301395551 / TR# 368 / 1 / APCo: 2 4/19/24 - 5/18/24	0.00	201.98
				Total for Cost Type: 4			**0.000**	**0.00**	**201.98**
07850. SEALANTS &	5	10/23	10/18/23	400	AP	AP Entry	393 Home Depot Credit Se 1374490 / TR# 191 / 1 / APCo: 2	0.00	1,198.95
07850. SEALANTS &	5	11/23	11/07/23	413	AP	AP Entry	393 Home Depot Credit Se 1023639 / TR# 187 / 1 / APCo: 2 Poly Sheeting/Shoe Covers/Misc	0.00	800.27
07850. SEALANTS &	5	12/23	12/01/23	157	AP	AP Entry	393 Home Depot Credit Se 7020674 / TR# 65 / 1 / APCo: 2 2800-	0.00	724.44
07850. SEALANTS &	5	12/23	12/26/23	461	AP	AP Entry	393 Home Depot Credit Se 2412014 / TR# 203 / 1 / APCo: 2 2800-Masonry Diamond Blade	0.00	98.29
07850. SEALANTS &	5	12/23	12/03/23	462	AP	AP Entry	393 Home Depot Credit Se 5536729 / TR# 204 / 1 / APCo: 2 2800	0.00	88.40
07850. SEALANTS &	5	12/23	12/22/23	463	AP	AP Entry	393 Home Depot Credit Se 6613485 / TR# 205 / 1 / APCo: 2 2800	0.00	160.80
07850. SEALANTS &	5	12/23	12/28/23	464	AP	AP Entry	393 Home Depot Credit Se 23779 / TR# 206 / 1 / APCo: 2	0.00	254.20
07850. SEALANTS &	5	12/23	12/22/23	465	AP	AP Entry	1855 White Cap, L.P. 50024953210 / TR# 212 / 1 / APCo: 2 Masonite Sheet	0.00	1,591.33
07850. SEALANTS &	5	01/24	01/05/24	342	AP	AP Entry	1855 White Cap, L.P. 50025045684 / TR# 170 / 1 / APCo: 2 Builder Board Surface Shields	0.00	2,898.02
07850. SEALANTS &	5	01/24	01/04/24	343	AP	AP Entry	393 Home Depot Credit Se 3032679 / TR# 171 / 1 / APCo: 2 Contractor bags/traps/bait	0.00	1,032.73

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JC Detail

Jobs: 2800. - 2800. Phases: 07850. . - 07850. . All Cost Types Units: Actual
All Months All Dates All JC Transaction Types All Departments

Mth	Trans#	Actual Date	Trans	Source	Description	Hours	Cost
2800. Parcel "C" - The Sevens - 777 W. Middlefield Road - Continued							
07850. SEALANTS &	5	01/24	01/11/24	344	AP AP Entry 393 Home Depot Credit Se 6044528 / TR# 172 / 1 / APCo: 2 Misc. supplies/Makita Batterie	0.00	638.37
07850. SEALANTS &	5	01/24	01/25/24	545	AP AP Entry 393 Home Depot Credit Se 2021007 / TR# 285 / 1 / APCo: 2	0.00	139.96
07850. SEALANTS &	5	01/24	01/18/24	546	AP AP Entry 393 Home Depot Credit Se 9512016 / TR# 286 / 1 / APCo: 2	0.00	632.17
07850. SEALANTS &	5	01/24	01/17/24	547	AP AP Entry 393 Home Depot Credit Se 24278 / TR# 287 / 1 / APCo: 2	0.00	138.85
07850. SEALANTS &	5	01/24	01/15/24	548	AP AP Entry 393 Home Depot Credit Se 2402927 / TR# 288 / 1 / APCo: 2	0.00	147.80
07850. SEALANTS &	5	02/24	01/31/24	540	AP AP Entry 393 Home Depot Credit Se 6047208 / TR# 235 / 1 / APCo: 2	0.00	911.27
07850. SEALANTS &	5	03/24	02/28/24	334	AP AP Entry 393 Home Depot Credit Se 8104757 / TR# 126 / 1 / APCo: 2	0.00	374.61
07850. SEALANTS &	5	03/24	02/28/24	762	AP AP Entry 393 Home Depot Credit Se 8104757 / TR# 126 / 1 / APCo: 2	0.00	-374.61
07850. SEALANTS &	5	04/24	04/17/24	631	AP AP Entry 1855 White Cap, L.P. 50026293347 / TR# 367 / 1 / APCo: 2 1 gal LT Duty Concrete Cleaner	0.00	273.63
07850. SEALANTS &	5	09/24	09/27/24	590	AP AP Entry 1855 White Cap, L.P. 50028517949 / TR# 266 / 1 / APCo: 2	0.00	1,037.76
07850. SEALANTS &	5	09/24	09/25/24	591	AP AP Entry 1855 White Cap, L.P. 50028483055 / TR# 267 / 1 / APCo: 2	0.00	2,525.26
07850. SEALANTS &	5	09/24	09/23/24	592	AP AP Entry 1855 White Cap, L.P. 50028444633 / TR# 268 / 1 / APCo: 2	0.00	218.24
07850. SEALANTS &	5	09/24	09/24/24	593	AP AP Entry 1855 White Cap, L.P. 50028463558 / TR# 269 / 1 / APCo: 2	0.00	69.20
					Total for Cost Type: 5 0.000	**0.00**	**15,579.94**
					Total For Phase: 07850. .	**216.00**	**30,935.12**
					Total For Job: 2800.	**216.00**	**30,935.12**
					Total For Company:2	**216.00**	**30,935.12**

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2800 / 09540 PBI unbilled amount = 3,471.16

09-09540 - Common Area Flooring Vinyl & Carpet

JC Detail

Jobs: 2800. - 2800. **Phases:** 09540. . - 09540. . **All Cost Types** **Units: Actual**
All Months **All Dates** **All JC Transaction Types** **All Departments**

Mth	Trans#	Actual Date	Trans	Source	Description		Hours	Cost
2800. Parcel "C" - The Sevens - 777 W. Middlefield Road								
09540. COMMON ARI	3	06/23	06/30/2:	460	AP	AP Entry	4052 Sustainable Floors, 2800.-12-9650 / TR# 200 / 2 / APCo: 2 / SL#-Item 2800-09400-09540-09650-2	0.00	47,642.00
09540. COMMON ARI	3	08/23	08/31/2:	671	AP	AP Entry	4052 Sustainable Floors, 2800.-14-9650 / TR# 289 / 2 / APCo: 2 / SL#-Item 2800-09400-09540-09650-2	0.00	40,500.00
09540. COMMON ARI	3	09/23	09/30/2:	636	AP	AP Entry	4052 Sustainable Floors, 2800.-15-9650 / TR# 313 / 2 / APCo: 2 / SL#-Item 2800-09400-09540-09650-2	0.00	47,318.40
09540. COMMON ARI	3	10/23	10/31/2:	678	AP	AP Entry	4052 Sustainable Floors, 2800.-16-9650 / TR# 305 / 2 / APCo: 2 / SL#-Item 2800-09400-09540-09650-2	0.00	81,533.26
09540. COMMON ARI	3	11/23	11/30/2:	832	AP	AP Entry	4052 Sustainable Floors, 2800.-17-9650 / TR# 327 / 2 / APCo: 2 / SL#-Item 2800-09400-09540-09650-2	0.00	19,327.91
09540. COMMON ARI	3	12/23	12/31/2:	560	AP	AP Entry	4052 Sustainable Floors, 2800.-18-9650 / TR# 276 / 2 / APCo: 2 / SL#-Item 2800-09400-09540-09650-2	0.00	10,599.72
09540. COMMON ARI	3	01/24	01/31/2:	473	AP	AP Entry	4052 Sustainable Floors, 2800.-19-9650 / TR# 241 / 2 / APCo: 2 / SL#-Item 2800-09400-09540-09650-2	0.00	33,567.71
09540. COMMON ARI	3	02/24	02/29/2:	418	AP	AP Entry	4052 Sustainable Floors, 2800.-20-9650 / TR# 180 / 2 / APCo: 2 / SL#-Item 2800-09400-09540-09650-2	0.00	6,333.50
09540. COMMON ARI	3	03/24	03/31/2:	591	AP	AP Entry	4052 Sustainable Floors, 2800.-21-9650 / TR# 261 / 2 / APCo: 2 / SL#-Item 2800-09400-09540-09650-2	0.00	12,672.50
09540. COMMON ARI	3	04/24	04/30/2:	371	AP	AP Entry	4052 Sustainable Floors, 2800.-22-9650 / TR# 223 / 2 / APCo: 2 / SL#-Item 2800-09400-09540-09650-2	0.00	3,270.00
09540. COMMON ARI	3	08/24	08/31/2:	605	AP	AP Entry	4052 Sustainable Floors, 2800.-26-9650 / TR# 346 / 5 / APCo: 2 / SL#-Item 2800-09400-09540-09650-5	0.00	13,200.00
09540. COMMON ARI	3	08/24	08/31/2:	645	AP	AP Entry	4052 Sustainable Floors, 2800.-26-9650 / TR# 346 / 5 / APCo: 2 / SL#-Item 2800-09400-09540-09650-5	0.00	-13,200.00

Docusign Envelope ID: 8377399D-6BAB-4E15-94F7-FC480B7D21D7

JC Detail

Jobs: 2800. - 2800. **Phases: 09540. . - 09540. .** **All Cost Types** **Units: Actual**
All Months **All Dates** **All JC Transaction Types** **All Departments**

Mth	Trans#	Actual Date	Trans	Source		Description	Hours	Cost
2800. Parcel "C" - The Sevens - 777 W. Middlefield Road - Continued								
09540. COMMON ARI	3	08/24	08/31/2	646	AP	AP Entry 4052 Sustainable Floors, 2800.-26-9650 / TR# 346 / 5 / APCo: 2 / SL#-Item 2800-09400-09540-09650-5	0.00	13,200.00
					Total for Cost Type: 3	**0.000**	**0.00**	**315,965.00**
09540. COMMON ARI	5	10/23	10/06/2	277	AP	AP Entry 1855 White Cap, L.P. 50024028738 / TR# 90 / 1 / APCo: 2 Builder Board/Tape/misc.	0.00	2,984.36
09540. COMMON ARI	5	11/23	11/14/2	414	AP	AP Entry 1855 White Cap, L.P. 50024521135 / TR# 186 / 1 / APCo: 2 Masonite Sheet/ Red Poly Tape	0.00	1,931.80
09540. COMMON ARI	5	05/24	05/17/2	590	AP	AP Entry 393 Home Depot Credit Se 9031695 / TR# 330 / 1 / APCo: 2	0.00	709.90
09540. COMMON ARI	5	05/24	05/17/2	591	AP	AP Entry 393 Home Depot Credit Se 9512392 / TR# 331 / 1 / APCo: 2	0.00	401.58
09540. COMMON ARI	5	05/24	05/20/2	592	AP	AP Entry 1855 White Cap, L.P. 50026722992 / TR# 332 / 1 / APCo: 2	0.00	315.09
09540. COMMON ARI	5	06/24	06/09/2	155	AP	AP Entry 393 Home Depot Credit Se 6100865 / TR# 77 / 1 / APCo: 2	0.00	96.17
09540. COMMON ARI	5	06/24	05/17/2	173	JC	JC CostAd Re-code from 09540 to 04200 per HN Home Depot $709.90	0.00	-709.90
09540. COMMON ARI	5	06/24	05/17/2	175	JC	JC CostAd Re-code from 09540 to 04200 per HN Home Depot $401.58	0.00	-401.58
09540. COMMON ARI	5	06/24	06/09/2	232	AP	AP Entry 393 Home Depot Credit Se 6100865 / TR# 77 / 1 / APCo: 2	0.00	-96.17
09540. COMMON ARI	5	06/24	06/30/2	578	JC	JC CostAd Re-code from Job#2800-09540 to job #2570-code 010137 $315.09	0.00	-315.09
					Total for Cost Type: 5	**0.000**	**0.00**	**4,916.16**
					Total For Phase: 09540. .		**0.00**	**320,881.16**
					Total For Job: 2800.		**0.00**	**320,881.16**
					Total For Company:2		**0.00**	**320,881.16**

match budget = 320,881.16

PALISADE BUILDERS, INC.

PCO #113

Palisade Builders, Inc.
900 E. Hamilton Avenue, Suite 140
Campbell, California 95008
Phone: +14084297700

Project: 2800 - 777 W. Middlefield - Building C
669 N. Shoreline Blvd.
Mountain View, California 94043
Phone: 408-429-7700

Prime Contract Potential Change Order #113: CE #159 - Contingency Savings Split

TO:	Mountain View Whisman School District 1400 Montecito Avenue Mountain View California, 94043	**FROM:**	Palisade Builders, Inc. 900 E. Hamilton Ave, Suite 140 Campbell California, 95008
PCO NUMBER/REVISION:	113 / 0	**CONTRACT:**	1 - Building C Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Hesham Naja **(Palisade Builders, Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	2/10 /2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$0.00

POTENTIAL CHANGE ORDER TITLE: CE #159 - Contingency Savings Split

CHANGE REASON: Owner Change

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #159 - Contingency Savings Split
Contingency savings split 70/30.

Change Type: Construction Contingency AIA A102-2017:5.2.1.1

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	80-80000 - Construction Contingency		Other	($660,016.70)
2	90-90000 - Overhead and Profit	30% split of savings	Other	$ 198,005.01
3	80-81000 - Soft Cost Contingency		Allowance	$ 462,011.69
			Subtotal:	$0.00
			Grand Total:	**$0.00**

Per the terms and conditions of our contract, we request official notice to proceed to start this extra work without further delay to the construction schedule. This can be done by signing below and returning to our office immediately. You are authorizing us to proceed with the extra work and you are accepting these costs to be added to the contract work as a change order per the terms of the Prime Contract. If you have any questions, please contact Hesham Naja at (650) 333-0760 as soon as possible.

Mountain View Whisman School District
1400 Montecito Avenue
Mountain View California 94043

SIGNATURE **DATE**

Palisade Builders, Inc.
900 E. Hamilton Ave, Suite 140
Campbell California 95008

SIGNATURE **DATE**

(b) cost of acceleration or overtime premiums only when used by Contractor to pick up lost time not due to the fault of Contractor, Subcontractors or anyone under the control of Contractor; (c) minor uninsured casualties not caused by the negligence or other wrongful conduct of Contractor, any Subcontractor, or any person for whom any of them may be responsible; (d) at Substantial Completion of the Work, reimbursement of Contractor's general conditions costs incurred by Contractor in connection with change orders granting Contractor non-compensable extensions of time as defined in Section 8.3.3 of the General Conditions up to a maximum of $550,000.00 (expressly excluding Contractor's General Requirement costs); and (e) costs incurred by Contractor to replace a Subcontractor whose Subcontract is terminated for default or augment a Subcontractor who is in default in accordance with its Subcontract, provided that Contractor demonstrates that such replacement or augmentation is not due to the fault of Contractor and that Subcontractor to be replaced/augmented is essential to the Critical Path, limited to the following trades: structural concrete, framing, exterior envelope, waterproofing, drywall, mechanical, electrical, and plumbing. With regard to item (e), Contractor shall only be entitled to use the Contingency to the extent that costs incurred by Contractor in connection with the termination or augmentation are not covered Contractor's back-charge against the defaulting Subcontractor or Contractor's entitlement to a credit from the defaulting Subcontractor for the scope of work performed by the subcontractor that Contractor retained to augment the Subcontractor's work; furthermore, Contractor shall not be permitted to use the Contingency for overtime paid to augment the defaulting Subcontractor's work without the prior written consent of Owner. Contingency items shall not be included in the Cost of Work for purposes of calculating Contractor's Fee. Contractor shall maintain a separate line item describing the utilization of the Construction Contingency. Furthermore, Contractor shall keep accurate records of all Construction Contingency items, with proper documentation which will verify the cost for any Construction Contingency expenditure and shall review same with Owner at weekly project meetings. The Construction Contingency shall not be used for Owner directed changes in the Work to upgrade or enlarge the scope of Work. Any portion of the Construction Contingency that is not utilized shall be shared by Owner and Contractor as follows: Owner 70%; Contractor 30%.

§ 5.2.1.2 Contractor's General Conditions and General Requirements Costs. The GMP Schedule of Values, Alternates and Allowances, attached hereto as **Exhibit "D"**, contains a line item for Contractor's "General Conditions," which is the cost of the facilities and services necessary for the proper execution and completion of the Work but which are not incorporated into the Work and include such items as supervision, field office, temporary utilities, safety, security, clean-up and demobilization and a line item for Contractor's General Requirements. A breakdown of Contractor's General Conditions and General Requirements is attached to this Agreement as **Exhibit "E"** representing a total General Conditions Cost of **$2,293,183.00** and a total General Requirements cost of **$1,259,317.00**. All of Contractor's General Conditions and General Requirements shall be contained in the General Conditions and General Requirements line items contained in **Exhibit "E"** and Contractor General Conditions Costs and General Requirements Costs shall not be increased or reduced in the absence of a circumstance or event that gives rise to a compensable extension of the Contract Time pursuant to Article 8 of the A201 General Conditions (i.e. Contractor shall not be entitled to bill for any General Conditions or General Requirements Costs outside of the General Conditions and General Requirements line items set forth in **Exhibit "E"**.)

.1 Contractor's General Conditions and General Requirements costs are subject to audit by Owner.

.2 In connection with Contractor's monthly Applications for Payment, Contractor shall be entitled to seek payment for its General Conditions and General Requirements Costs based on the Contractor's progress toward completion of the Work. Nothing herein is intended to affect Owner's right to audit Contractor's General Conditions and General Requirements Costs.

§ 5.2.2 Alternates

§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price: See **Exhibit "D"** GMP Schedule of Values, in which Alternates and Allowances are identified with the letter "A".

Item	Price

§ 5.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

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User Notes:

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PALISADE BUILDERS, INC.

PCO #114

Palisade Builders, Inc.
900 E. Hamilton Avenue, Suite 140
Campbell, California 95008
Phone: +14084297700

Project: 2800 - 777 W. Middlefield - Building C
669 N. Shoreline Blvd.
Mountain View, California 94043
Phone: 408-429-7700

Prime Contract Potential Change Order #114: CE #160 - Final Security Guard Service Through 2/13/25

TO:	Mountain View Whisman School District 1400 Montecito Avenue Mountain View California, 94043	**FROM:**	Palisade Builders, Inc. 900 E. Hamilton Ave, Suite 140 Campbell California, 95008
PCO NUMBER/REVISION:	114 / 0	**CONTRACT:**	1 - Building C Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Hesham Naja **(Palisade Builders, Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	3/13 /2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$0.00

POTENTIAL CHANGE ORDER TITLE: CE #160 - Final Security Guard Service Through 2/13/25

CHANGE REASON: Owner Change

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #160 - Final Security Guard Service Through 2/13/25
Replenish security guard allowance established in PCOs 105 and 107. Increase budget by $30,424.64 to a total cost of $210,424.64. This covers all security costs through February 13, 2025 with no additional costs forecasted.

Change Type: Owner's Contingency AIA A201-2017: Article 7

Allowance AIA A201-2017: 3.8.2.3 "Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between the actual costs and the allowances under section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2."

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	01-01910 - Walking Guard	3rd Security guard shortfall	Other	$ 30,424.64
2	90-90000 - Overhead and Profit	PBI Fee	Other	$ 1,490.81
3	80-81000 - Soft Cost Contingency	Soft Cost Contingency Offset	Allowance	($31,915.45)
			Subtotal:	$0.00
			Grand Total:	**$0.00**

Per the terms and conditions of our contract, we request official notice to proceed to start this extra work without further delay to the construction schedule. This can be done by signing below and returning to our office immediately. You are authorizing us to proceed with the extra work and you are accepting these costs to be added to the contract work as a change order per the terms of the Prime Contract. If you have any questions, please contact Hesham Naja at (650) 333-0760 as soon as possible.

Mountain View Whisman School District
1400 Montecito Avenue
Mountain View California 94043

SIGNATURE **DATE**

Palisade Builders, Inc.
900 E. Hamilton Ave, Suite 140
Campbell California 95008

SIGNATURE **DATE**

Docusign Envelope ID: 8377399D-6BAB-4E15-94F7-FC480B7D21D7

* Final *

Bright Side Security #4033

2140 Peralta Blvd. Ste. 213E
Fremont, CA 94536

Office: (510) 565-1530
Dir: (408) 834-0070
zsecure555@gmail.com

Invoice

Submitted on: 02/13/2025

Invoice for
Palisade Builders Inc.
900 E. Hamilton Ave. Ste. 140
Campbell, CA 95008

Payable to
Bright Side Security

Project
The Sevens
777 W. Middlefield Rd.
Mountain View, CA

Invoice #
2644-F Guard 3

Invoice Date
2/13/2025

Description	Hourly Rate	# of Hours	Amount
Security Coverage (02/01/25 - 02/13/25)	$32.92	222	$7,308.24

Note: **Net Return 15 Days**

Amount Payable: **$7,308.24**

Total job cost report : $ 203,116.40
thru 1/31/25

7,308.24
$ 210,424.64 ✓
< 180,000.00 >
$ 30,424.64 ✓

Final Invoice
Budget
Shortfall - Need PCO

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DETAIL OF SERVICES

WEEK OF: 02/01/25 to 02/13/25 for Inv. No: 2644-F - Guard 3

DATE	DAY	# OF GUARDS	FROM	TO	HOURS	H.P.	Remarks
01	S	1	0001	1200	12		
01	S	1	1200	2400	12		
02	Su	1	0001	1200	12		
02	Su	1	1200	2400	12		
03	M	1	0001	0600	6		
03	M	1	1600	2400	8		
04	T	1	0001	0600	6		
04	T	1	1600	2400	8		
05	W	1	0001	0600	6		
05	W	1	1600	2400	8		
06	Th	1	0001	0600	6		
06	Th	1	1600	2400	8		
07	F	1	0001	0600	6		
07	F	1	1600	2400	8		
08	S	1	0001	1200	12		
08	S	1	1200	2400	12		
09	Su	1	0001	1200	12		
09	Su	1	1200	2400	12		
10	M	1	0001	0600	6		
10	M	1	1600	2400	8		
11	T	1	0001	0600	6		
11	T	1	1600	2400	8		
12	W	1	0001	0600	6		
12	W	1	1600	2400	8		
13	Th	1	0001	0600	6		
13	Th	1	1600	2400	8		
TOTAL					222		

Docusign Envelope ID: 8377399D-6BAB-4E15-94F7-FC480B7D21D7

Kayla Lash

From:	zee omar <zsecure555@gmail.com>
Sent:	Sunday, February 16, 2025 10:08 AM
To:	Kayla Lash
Cc:	Kelly Gaffney; Allison Quiring
Subject:	[Bright Side Security] Invoice #2644-F dated 02/13/25
Attachments:	PBM Guard 3 Inv. #2644-F Guard 3 - Invoice (2).pdf; PBM Guard 3 - 2644-F Guard 3 detailed sheet - PBM (2).pdf

****EXTERNAL Email****

Hi Kayla,

I hope you are well. Attached please find final invoice #2644-F for Guard 3.

Please let us know if you have any questions and thank you for your close partnership on this project. We appreciate it.

We will be sending the other invoices for February shortly as well. Thank you!

Best regards,
Zee

Docusign Envelope ID: 8377399D-6BAB-4E15-94F7-FC480B7D21D7

JC Detail

Jobs: 2800. - 2800. Phases: 01910. . - 01910. . All Cost Types Units: Actual
All Months All Dates All JC Transaction Types All Departments

Mth	Trans#	Actual Date	Trans	Source		Description	Hours	Cost
2800. Parcel "C" - The Sevens - 777 W. Middlefield Road - Continued								
01910. WALKING GU.	5	10/24	10/31/2	714	AP	AP Entry 4033 Bright Side Security 2618-Guard 3 / TR# 332 / 1 / APCo: 2 10/16/24 - 10/31/24	0.00	8,690.88
01910. WALKING GU.	5	10/24	10/15/2	715	AP	AP Entry 4033 Bright Side Security 2614-Guard 3 / TR# 333 / 1 / APCo: 2 10/1/24 - 10/15/24	0.00	8,230.00
01910. WALKING GU.	5	11/24	11/15/2	619	AP	AP Entry 4033 Bright Side Security 2622-Guard #3 / TR# 289 / 1 / APCo: 2 11/1/24 - 11/15/24	0.00	8,954.24
01910. WALKING GU.	5	12/24	12/15/2	373	AP	AP Entry 4033 Bright Side Security 2630-Guard 3 / TR# 162 / 1 / APCo: 2 12/1/24 - 12/15/24	0.00	8,559.20
01910. WALKING GU.	5	12/24	11/30/2	374	AP	AP Entry 4033 Bright Side Security 2626-Guard 3 / TR# 163 / 1 / APCo: 2 11/16/24 - 11/30/24	0.00	9,744.32
01910. WALKING GU.	5	01/25	12/31/2	595	AP	AP Entry 4033 Bright Side Security 2634-Guard 3 / TR# 300 / 1 / APCo: 2 12/16/24 - 12/31/24	0.00	9,876.00
01910. WALKING GU.	5	01/25	01/15/2	596	AP	AP Entry 4033 Bright Side Security 2638-Guard 3 / TR# 301 / 1 / APCo: 2 01/01/25 - 01/15/25	0.00	8,954.24
01910. WALKING GU.	5	01/25	01/31/2	597	AP	AP Entry 4033 Bright Side Security 2642-Guard 3 / TR# 302 / 1 / APCo: 2 1/16/25 - 1/31/25	0.00	9,415.12
Total for Cost Type: 5						**0.000**	**0.00**	**143,399.52**
Total For Phase: 01910. .							**0.00**	**203,116.40**
Total For Job: 2800.							**0.00**	**203,116.40**
Total For Company:2							**0.00**	**203,116.40**

Add Final Invoice 2644-F + 7,308.24
$ 210,424.64

Docusign Envelope ID: 8377399D-6BAB-4E15-94F7-FC480B7D21D7

JC Detail

Jobs: 2800. - 2800. **Phases: 01910. . - 01910. .** **All Cost Types** **Units: Actual**
All Months **All Dates** **All JC Transaction Types** **All Departments**

Mth	Trans#	Actual Date	Trans	Source		Description	Hours	Cost
2800. Parcel "C" - The Sevens - 777 W. Middlefield Road								
01910. WALKING GU.	1	03/24	02/29/2	530	AP	AP Entry 4033 Bright Side Security 2554 / TR# 221 / 1 / APCo: 2 Guard #3 2/15/24 - 2/29/24	0.00	8,756.72
01910. WALKING GU.	1	03/24	03/15/2	531	AP	AP Entry 4033 Bright Side Security 2558 / TR# 222 / 1 / APCo: 2 Guard #3-3/1-3/15/24	0.00	8,230.00
01910. WALKING GU.	1	03/24	03/31/2	532	AP	AP Entry 4033 Bright Side Security 2562 / TR# 223 / 1 / APCo: 2 Guard#3 3/16/24 - 3/31/24	0.00	9,349.28
01910. WALKING GU.	1	04/24	04/30/2	560	AP	AP Entry 4033 Bright Side Security 2570-Guard 3 / TR# 326 / 1 / APCo: 2 4/16/24 - 4/30/24	0.00	8,230.00
01910. WALKING GU.	1	04/24	04/15/2	561	AP	AP Entry 4033 Bright Side Security 2566-Guard 3 / TR# 327 / 1 / APCo: 2 4/1/24 - 4/15/24	0.00	8,230.00
01910. WALKING GU.	1	05/24	05/15/2	188	AP	AP Entry 4033 Bright Side Security 2574-Guard 3 / TR# 112 / 1 / APCo: 2 5/1/24 - 5/15/24	0.00	8,230.00
01910. WALKING GU.	1	07/24	07/31/2	577	AP	AP Entry 4033 Bright Side Security 2594-Guard 3 / TR# 305 / 1 / APCo: 2 7/16/24 - 7/31/24	0.00	8,690.88
					Total for Cost Type: 1		**0.000**	**0.00**	**59,716.88**
01910. WALKING GU.	5	05/24	05/31/2	589	AP	AP Entry 4033 Bright Side Security 2578-Guard 3 / TR# 325 / 1 / APCo: 2 5/16/24 - 5/31/24 +Memor Day	0.00	9,415.12
01910. WALKING GU.	5	06/24	06/30/2	576	AP	AP Entry 4033 Bright Side Security 2586-Guard #3 / TR# 270 / 1 / APCo: 2 6/16/24 - 6/30/24	0.00	8,559.20
01910. WALKING GU.	5	07/24	07/15/2	315	AP	AP Entry 4033 Bright Side Security 2590-R Guard #3 / TR# 140 / 1 / APCo: 2 7/1/24 - 7/15/24	0.00	9,678.48
01910. WALKING GU.	5	08/24	08/15/2	271	AP	AP Entry 4033 Bright Side Security 2598-Guard 3 / TR# 115 / 1 / APCo: 2 8/1/24 - 8/15/24	0.00	8,230.00
01910. WALKING GU.	5	08/24	06/15/2	552	AP	AP Entry 4033 Bright Side Security 2582-Guard #3 / TR# 287 / 1 / APCo: 2 6/1/24 - 6/15/24	0.00	8,559.20
01910. WALKING GU.	5	08/24	08/31/2	553	AP	AP Entry 4033 Bright Side Security 2602-Guard #3 / TR# 288 / 1 / APCo: 2 8/16/24 - 8/31/24	0.00	9,020.08
01910. WALKING GU.	5	09/24	09/15/2	589	AP	AP Entry 4033 Bright Side Security 2606-Guard 3 / TR# 270 / 1 / APCo: 2 9/1/24 - 9/15/24, 9/2-Holiday	0.00	9,283.44
01910. WALKING GU.	5	09/24	09/30/2	725	AP	AP Entry 4033 Bright Side Security 2610-Guard 3 / TR# 335 / 1 / APCo: 2 9/16/24 - 9/30/24	0.00	8,230.00

Docusign Envelope ID: 8377399D-6BAB-4E15-94F7-FC480B7D21D7

PALISADE BUILDERS, INC.

PCO #115

Palisade Builders, Inc.
900 E. Hamilton Avenue, Suite 140
Campbell, California 95008
Phone: +14084297700

Project: 2800 - 777 W. Middlefield - Building C
669 N. Shoreline Blvd.
Mountain View, California 94043
Phone: 408-429-7700

Prime Contract Potential Change Order #115: CE #161 - Soft Cost Contingency Surplus Return to Owner

TO:	Mountain View Whisman School District 1400 Montecito Avenue Mountain View California, 94043	**FROM:**	Palisade Builders, Inc. 900 E. Hamilton Ave, Suite 140 Campbell California, 95008
PCO NUMBER/REVISION:	115 / 0	**CONTRACT:**	1 - Building C Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Hesham Naja **(Palisade Builders, Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	3/13 /2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	($430,096.24)

POTENTIAL CHANGE ORDER TITLE: CE #161 - Soft Cost Contingency Surplus Return to Owner

CHANGE REASON: Owner Change

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #161 - Soft Cost Contingency Surplus Return to Owner
Reduction of soft cost contingency budget by $x to return all surplus of the soft cost contingency budget to Owner.

Change Type: Owner's Contingency AIA A201-2017: Article 7

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	80-81000 - Soft Cost Contingency		Allowance	($430,096.24)
			Subtotal:	($430,096.24)
			Grand Total:	**($430,096.24)**

Per the terms and conditions of our contract, we request official notice to proceed to start this extra work without further delay to the construction schedule. This can be done by signing below and returning to our office immediately. You are authorizing us to proceed with the extra work and you are accepting these costs to be added to the contract work as a change order per the terms of the Prime Contract. If you have any questions, please contact Hesham Naja at (650) 333-0760 as soon as possible.

Mountain View Whisman School District
1400 Montecito Avenue
Mountain View California 94043

SIGNATURE **DATE**

Palisade Builders, Inc.
900 E. Hamilton Ave, Suite 140
Campbell California 95008

SIGNATURE **DATE**

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Notice of Completion - Staff Housing Building Project, Palisade Builders Inc.

Estimated Time:

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

Background:
On June 16, 2022, the Board of Trustees approved the Design Build Contract for the Staff Housing Building Project from Measure T Funds to Palisade Builders, Inc. Work is now substantially complete and a Certificate of Occupancy has been issued by the City of Mountain View.

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 Staff Housing Building Project.

ATTACHMENTS:

Description	Type	Upload Date
Notice of Completion - Staff Housing Building Project, Palisade Builders Inc.	Backup Material	5/22/2025

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
PALISADE BUILDERS, 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 Palisade Builders as Contractor therein, at the Staff Housing Building Project at 699 N. Shoreline Blvd., in Mountain View, State of California, **WAS COMPLETED BY THE CONTRACTOR** on **4/21/2025** as called for in the manner designated by the plans and specifications.

The address of said site is:

699 N. Shoreline Blvd, 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 **May 29, 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 5/29/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Award of Contract to Courtney, Inc. for the Roofing Replacement and Repair Project at Crittenden Middle School, Amy Imai Elementary School, Edith Landels Elementary School, and Benjamin Bubb Elementary School

Estimated Time:

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

Background:
The Board will consider awarding a contract for the Roofing Replacement and Repair Project at Crittenden Middle School, Amy Imai Elementary School, Edith Landels Elementary School, and Benjamin Bubb Elementary School. The roofing assessment and subsequent bid documents for this project was performed by a third party consultant hired by the District, Skyline Engineering.

On May 6th, 2025, the District received contractor bids for the Roofing Replacement and Repair Project. Five proposals were received, and the apparent low responsive and responsible bidder is Courtney, Inc. The District's Measure T Bond Program manager, Greystone West, has reviewed the proposal for conformance with District and statutory requirements.

Fiscal Implication:
The construction budget for this project was $7,068,718. The base bid received from Courtney, Inc. is in the amount of $4,450,000. The District will also accept the add alternates included in the bid in the amount of $2,150,793. This brings the total contract value for Courtney, Inc. to $6,600,793. The bid amount is within the budget for the project. This contract is charged to Measure T funds.

Recommended Action:
It is recommended that the Board of Trustees award the contract to Courtney, Inc. for the Roofing Replacement and Repair Project.

ATTACHMENTS:

Description	Type	Upload Date
Recommendation to Award Letter	Backup Material	5/21/2025
Roofing Replacement and Repair Project Agreement, Courtney Inc.	Backup Material	5/22/2025

GREYSTONE
WEST COMPANY
CONSTRUCTION MANAGEMENT

May 29, 2025

Rebecca Westover
Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA 94043

RE: **MVWSD Roofing Replacement and Repair Project**

In our capacity as the District's Construction Manager, we have completed a review of the Bid Proposals submitted by all prospective bidders for the **Roofing Replacement and Repair Project** that was bid on Tuesday, May 6, 2025, at 2:00 p.m. In our review, we found that Courtney, Inc., has submitted the responsive and responsible low bid for the subject project.

1. Courtney, Inc., has a valid California contractor license. License is current and active.

2. Their proposed Surety Company, Liberty Mutual Insurance Company is licensed to do business in California and is rated A (Excellent) by A.M. Best Rating Center.

3. Their recent and experience indicates that they are financially capable and posses the resources to perform on a project of this magnitude.

4. Their bid documents appear to be in order with all required submissions.

5. After publishing this project in the Daily Post, five (5) bids were received:

Courtney, Inc.	$4,450,000.00
I&A Contracting, Inc.	$4,586,000.00
Best Contracting Services	$4,761,450.00
Andy's Roofing Company	$5,609,900.00
EF Brett & Company	$6,632,000.00

In addition to the Contractor's base bid, the District has elected to proceed with the add alternates included in the Contractor's bid in the amount of $2,150,793.00. The add alternates included in this total are listed below:

1. **Crittenden Add Alternate #1** – Replace roofing as shown on Building 600 (4,136SF) - $180,000.00
2. **Bubb Add Alternate #1 –** All Low Slope Roofs and Canopies - $0.00
3. **Bubb Add Alternate #2 –** Full Fascia Board Flashing Replacement with Kynar Coated Metal - $200,000.00
4. **Imai Add Alternate #1** – All Low Slope Roofs and Canopies - $878,271.00
5. **Imai Add Alternate #2** – Full Fascia Board Flashing Replacement with Kynar Coated Metal -$162,015.00
6. **Landels Add Alternate #1** –All low Slope Roofs and Canopies - $526,252.00
7. **Landels Add Alternate #2** – Full Fascia Board Flashing Replacement with Kynar Coated Metal - $204,255.00

This brings the total contract amount for Courtney, Inc to $6,600,793.00 The construction budget for this project was $7,068,718.00 The bid received from Courtney, Inc., is within budget.

In conclusion, based upon the above, it is our recommendation that the District award the contract for the **Roofing Replacement and Repair Project** in the amount of Six Million Six Hundred Thousand Seven Hundred Ninety-Three Dollars ($6,600,793.00) to Courtney, Inc.

Please do not hesitate to contact Greystone West Company with any questions or concerns.

Sincerely,
Greystone West Company

Shelby Hession
Project Manager

Encl: Bid Results
CSLB license check – Courtney, Inc.
A.M. Best Surety Check – Liberty Mutual Insurance Company
Company Profile – Liberty Mutual Insurance Company
DIR – Courtney, Inc.

Bid Date: May 6, 2025 2:00p.m.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Roofing Replacement Repair Project

Bid Tabulation Sheet

Company	Base Bid	Bid Signed	Bid Bond	Sub Listing	Addendum #1	Addendum #2	Addendum #3	Non-Collusion Affidavit	Iran Contra Certification	Site Walk	Rank
Courtney, INC.	$4,450,000.00	✓	✓	✓	✓	✓	✓	✓	✓	✓	1
Best Contracting Service	$4,761,450.00	✓	✓	✓	✓	✓	✓	✓	✓	✓	3
I&A Contractor Inc.	$4,586,000.00	✓	✓	✓	✓	✓	✓	✓	✓	✓	2
EF Brett Company	$6,632,000.00	✓	✓	✓	✓	✓	✓	✓	✓	✓	5
Andy's Roofing Company	$5,609,900.00	✓	✓	✓	✓	✓	✓	✓	✓	✓	4

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 699236

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 5/6/2025 3:48:50 PM

Business Information

COURTNEY INC
16781 MILLIKAN AVE
IRVINE, CA 92606
Business Phone Number:(949) 222-2050

Entity Corporation
Issue Date 11/18/1994
Expire Date **11/30/2026**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C-8 - CONCRETE
- C-61 / D12 - SYNTHETIC PRODUCTS
- C33 - PAINTING AND DECORATING
- C39 - ROOFING
- C43 - SHEET METAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with LIBERTY MUTUAL INSURANCE COMPANY.
Bond Number: 024263252
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual GEORGE GARLAND COURTNEY III certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 04/19/2024
BQI's Bond History

This license has workers compensation insurance with the REDWOOD FIRE AND CASUALTY INSURANCE CO

Policy Number:COWC665928
Effective Date: 02/01/2025
Expire Date: 02/01/2026
Workers' Compensation History

Workers' compensation classification code(s):
5553 - Roofing-high wage
5482 - Description Unavailable
5214 - Concrete/Cement Work-precast

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

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AM Best Rating Services

Liberty Mutual Insurance Company

BestLink **AMB #: 002283 NAIC #: 23043 FEIN #: 041543470**

Mailing Address
175 Berkeley Street
Boston, Massachusetts 02116
United States

Web: www.LibertyMutualGroup.com
Phone: 617-357-9500
Fax: 617-574-5955
View Additional Address Information

AM Best Rating Unit: AMB #: 000060 - Liberty Mutual Insurance Companies

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 051114 - Liberty Mutual Holding Company Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 02, 2024
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 02, 2024
Initial Rating Date:	November 23, 2004

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Associate Director : Raymond Thomson, CPCU, ARe, ARM

Senior Director: Carlos Wong-Fupuy

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Guarantor(s) - also see the Rating Disclosure Form for the following companies, as they guarantee rated debt issues for this company.

051114 - Liberty Mutual Holding Company Inc.

Press Release
AM Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
August 02, 2024

u Denotes Under Review Best's Rating

View AM Best's Rating Review Form

Rating History

A.M. Best has provided ratings & analysis on this company since 1922.

Financial Strength Rating

Effective Date	Rating
August 02, 2024	A
August 10, 2023	A
July 27, 2022	A
June 29, 2021	A
June 26, 2020	A

Long-Term Issuer Credit Rating

Effective Date	Rating
August 02, 2024	a
August 10, 2023	a
July 27, 2022	a
June 29, 2021	a
June 26, 2020	a

Rated Issues

Issue Credit Ratings

Date Issued	Amount	Coupon	Issue	Type	Rating	Effective Date	Outlook / Implication
10/09/1997	500,000,000 USD	7.697%	Surplus Notes		**bbb+**	08/02/2024	Stable
10/16/1996	250,000,000 USD	7.875%	Surplus Notes		**bbb+**	08/02/2024	Stable
05/11/1995	150,000,000 USD	8.505%	Surplus Notes		**bbb+**	08/02/2024	Stable

(i) Denotes Indicative Rating

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
087060	Liberty Mutual Insurance Company CAB	Represents the Property/Casualty financials for the Canada Branch of this legal entity.

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 000060 - Liberty Mutual Insurance Companies.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

Press Releases

Date	Title
Aug 02, 2024	AM Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Aug 10, 2023	AM Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Jul 27, 2022	AM Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Subsidiaries
Jun 29, 2021	AM Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Jun 26, 2020	AM Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Oct 22, 2019	AM Best Removes from Under Review With Positive Implications and Upgrades Credit Ratings of Nationale Borg Reinsurance N.V.
May 30, 2019	AM Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries

1 2 3 Page size: 10 30 items in 3 pages

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CALIFORNIA DEPARTMENT OF INSURANCE

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COMPANY PROFILE

Company Information

LIBERTY MUTUAL INSURANCE COMPANY

175 BERKELEY ST
BOSTON, MA 02116
800-526-1547

Old Company Names **Effective Date**

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	23043
California Company ID #:	1022-3
Date Authorized in California:	08/30/1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

back to top

NAIC Group List

NAIC Group #: 0111 LIBERTY MUT GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

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1000007792 - COURTNEY INC.

Customer Account Lookup

PWCR

1000007792

Contractor Status

DIR Approved

CSLB

699236

Business Phone

9492222050

Ext

Registration Start Date

2022-07-01

Legal Entity Name

COURTNEY INC.

Doing Business As (DBA)

Courtney Inc.

Business Structure

Corporation

President

George Courtney III

Email

bob@courtneyinc.com

Registration End Date

2025-06-30

Crafts

Cement Mason | Roofer | Sheet Metal Worker

Address

Mailing Address

16781 MILLIKAN AVENUE

Mailing Address - City

IRVINE

Mailing Address - State

CA

Mailing Address - Zip

92606

Mailing Address - Country

United States of America

Physical Address

16781 MILLIKAN AVENUE

Physical Address - City

IRVINE

Physical Address - State

CA

Physical Address - Zip

92606

Physical Address - Country

Related Lists

Registration Dates 7

Terms & Conditions

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Accessibility

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DOCUMENT 00 45 10

AGREEMENT

This agreement is made and entered into on May 29, 2025, by and between the **Mountain View Whisman School District** ("District") and **Courtney, Inc.** ("Contractor") ("Agreement"). The District and the Contractor agree as follows:

1. **The Work:** Contractor shall furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

   Roofing Replacement and Repair Project ("**Project**" or "**Contract**" or "**Work**")

   The Work shall be performed and completed as required in the Contract Documents as defined in the General Conditions including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents**:

   a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. All obligations of the District and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are intended to cooperate so that Work called for in one and not mentioned in the other or vice versa is to be performed the same as if mentioned in all Contract Documents.

   b. **Interpretation of Contract Documents/Order of Precedence**: Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, shall be submitted to the District for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:

      (i) District-approved modifications (e.g., Change Orders, Force Account Directives, etc.), beginning with the most recent (if any);
      (ii) Agreement;
      (iii) Special Conditions (if any);
      (iv) Supplemental Conditions (if any);
      (v) General Conditions;
      (vi) Remaining Division 0 documents (Documents beginning with "00");
      (vii) Division 1 Documents (Documents beginning with "01");
      (viii) Division 2 through Division 49 documents (Technical Specifications);
      (ix) Figured dimensions;
      (x) Large-scale drawings;
      (xi) Small-scale drawings.

      In case of conflict, the greater quantity and/or higher standard of workmanship shall apply unless the District expressly in writing (e.g., via a Change Order) accepts a lesser quantity or lower quality of workmanship and the Contract Price is adjusted accordingly. The decision of the District in the matter shall be final.

3. **Integration / Modification.** The Contract Documents and any documents specifically incorporated by reference are completely integrated as the complete and exclusive statement of the terms of the Agreement. This Agreement supersedes all previous contracts, agreements, and / or communications, both oral and written, and constitutes the entire understanding of the District and Contractor. No extrinsic evidence whatsoever shall be admissible or used to explain or supplement the terms of the

Contract, Contract Documents, or any items incorporated by reference. No changes, amendments or alterations shall be effective unless in writing, signed by both Parties, and unless provided otherwise by the Contract Documents.

4. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid **Type C39 – Roofing Contractor license(s)** issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

5. **Time for Completion**: It is hereby understood and agreed that the Contractor shall complete the Work within (53) Fifty-Three consecutive calendar days ("**Contract Time**") from the date specified in the District's Notice to Proceed. The District shall not approve an early completion schedule by Contractor. A schedule showing the Work completed in less than the Contract Time indicated in the Contract, shall be considered to have Project Float. **Construction: 6/9/2025 – 8/1/2025**

6. **Completion-Extension of Time**: If Contractor fails to complete the Work within the Contract Time, due allowance being made for the contingencies provided for herein, Contractor shall become liable to District for all loss and damage that District may suffer on account thereof. Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that allows for timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

7. **Liquidated Damages**: Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that District will sustain in the event of and by reason of Contractor's delay; therefore, pursuant to Government Code section 53069.85 and Public Contract Code section 7203, Contractor shall forfeit and pay to District the following sum(s) as liquidated damages ("**Liquidated Damages**"):

    - **Project Completion: <u>One Thousand Dollars ($1,000.00)</u>** per day as Liquidated Damages for each and every day's delay beyond the Contract Time to complete all the Work.

    a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if Contractor is late in completing two milestones and the entire Project, Contractor will forfeit and pay three separate Liquidated Damages amounts. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.

    b. District may deduct Liquidated Damages from money due or that may become due Contractor under this Agreement. Contractor's forfeiture of Liquidated Damages to District, and District's right to retain Liquidated Damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions. Liquidated Damages are automatically and without notice of any kind forfeited and payable by Contractor upon the accrual of each day of delay. Neither District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor District's failure or delay in notifying Contractor of the forfeiture and payment of Liquidated Damages, shall be deemed a waiver of District's right to Liquidated Damages and/or the District's right to withhold Liquidated Damages from any amounts that would otherwise be payable to the Contractor.

    c. Contractor and Surety shall be liable for and pay to District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by District.

    d. Liquidated Damages shall be in addition, and not in lieu of, District's right to charge Contractor for the District's cost of completing or correcting items of the Work.

8. **Contract Price**: In consideration of the foregoing covenants, promises, and agreements, Contractor offers, in the amounts stated below, to perform the Work according to the Contract Documents. District covenants, promises, and agrees that it will pay and cause to be paid to Contractor in full, and as the Contract Price includes additive Alternates #1 and #2 the following amount(s):

$ Six Million Six Hundred Thousand Seven Hundred and Ninety-three Dollars ($6,600,793.00)
(“Contract Price including Additive Alternates #1 and #2”)

   a. **THE ABOVE ALLOWANCES ARE WITHIN THE CONTRACT PRICE ONLY TO THE EXTENT CONTRACTOR HAS PERFORMED WORK ENCOMPASSED BY THE ALLOWANCE DESCRIPTION, CONTRACTOR HAS APPROPRIATELY INVOICED FOR THAT WORK, AND DISTRICT HAS APPROVED CONTRACTOR’S INVOICE. CONTRACTOR SHALL INVOICE ONLY FOR COMPONENTS OF THE WORK ENCOMPASSED BY THE ALLOWANCE DESCRIPTION, IN THE IDENTICAL STRUCTURE AS A CHANGE ORDER. THE UNUSED PORTION OF EACH ALLOWANCE SHALL BE RETAINED BY THE DISTRICT.**

   b. The Contract Price shall be paid in lawful money of the United States pursuant to the payment provisions in the General Conditions.

   c. The District may, at its sole discretion, increase or decrease the Contract Price by unit prices or alternates contained in Contractor’s original bid. If the Bid for the Work included proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect to add any such Alternate Bid Item(s) if the item did not form a basis for award of the Agreement or delete any such Alternate Bid Item(s) if that item formed a basis for award of the Agreement. If the District elects to add or delete an Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for that Alternate Bid Item(s) shall be as set forth in the Contractor’s Bid, at the District’s discretion. If any Alternate Bid Item is added or deleted from the Work pursuant to the foregoing, the Contract Time shall be adjusted by the number of days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time shall be equitably adjusted.

9. **Insurance and Bonds**: Contractor shall provide all required certificates of insurance, and payment and performance bonds.

10. **Performance of Work**: If Contractor fails to perform the Work properly or fails to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, cure the deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor.

11. **COVID-19.** Contractor is responsible for complying with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with COVID-19, and/or any similar virus or derivative strain. Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).

12. **Authority of Architect, Project Inspector, and DSA**: Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if Contractor’s Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Contractor shall be liable for any delay caused by its non-compliant Work.

13. **Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become

due thereunder, may be assigned by Contractor without the written approval of District, nor without the written consent of the Surety on Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

14. **Payment of Prevailing Wages**: Contractor and all Subcontractors under Contractor shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

15. **Contractor & Subcontractor Registration**: Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including complying with any applicable enforcement by the Department of Industrial Relations.

16. **Authority of Contractor's Representatives**: Contractor hereby certifies that the person who executes this Agreement has the authority and power to legally bind the Contractor. Contractor also certifies that each person(s) it employees on the Project at or above the level of project superintendent, has the authority to legally bind the Contractor.

17. **Severability**: If any term, covenant, condition, or provision of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

18. **Notice**: Any notice required by the Agreement shall be in writing, dated and signed by the party giving notice or by a duly authorized representative of that party. Notice shall be served and considered effective if given in one of the following manners and to the following persons and addresses:

    a. By personal delivery; considered delivered on the day of delivery.

    b. By overnight delivery service; considered delivered one (1) day after date deposited, as indicated by the delivery service.

    c. By depositing same in United States mail, enclosed in a sealed envelope; considered delivered three (3) days after date deposited, as indicated by the postmarked date.

    d. By registered or certified mail with postage prepaid, return receipt requested; considered delivered on the day the notice is signed for.

If to District	**If to Contractor:**
Mountain View Whisman School District	Courtney, Inc.
1400 Montecito Avenue	5914 Las Positas Road
Mountain View, CA 94043	Livermore, CA 94551
ATTN: Rebecca Westover, Ed. D.	ATTN: Robert Gilbert

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated: _____, 2025	Dated: _____, 2025
Mountain View Whisman School District	**Courtney, Inc.**
Signature: _____	Signature: _____
Print Name: Rebecca Westover, Ed. D.	Print Name: _____
Print Title: Chief Business Officer	Print Title: _____

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF DOCUMENT

DOCUMENT 00 61 14

PERFORMANCE BOND (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

WHEREAS, the governing board ("Board") of the **Mountain View Whisman School District**, ("District") and

Courtney, Inc. ("Principal")

have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Roofing Replacement and Repair Project ("Project" or "Contract")

which Contract dated May 29, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the District in the penal sum of:

$ Six Million Six Hundred Thousand Seven Hundred and Ninety-three Dollars ($6,600,793.00),

lawful money of the United States, for payment to the District and will and truly be made pursuant to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

In the event the Principal is declared by the District to be in breach or default in the performance of the Contract, then, after written notice from the District to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the

Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

_____

_____

Attention: _____

Telephone No.: (_____) _____-_____

Fax No.: (_____) _____-_____

E-mail Address:_____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the ____ _____ day of _____, 2025.

Principal	**Surety**
_____	_____
(Name of Principal)	(Name of Surety)
_____	_____
(Signature of Person with Authority)	(Signature of Person with Authority)
_____	_____
(Print Name)	(Print Name)
	_____
	(Name of California Agent of Surety)
	_____
	(Address of California Agent of Surety)
	_____
	(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

DOCUMENT 00 61 15

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

WHEREAS, the governing board ("Board") of the **Mountain View Whisman School District**, ("District") and

Courtney, Inc. ("Principal)"

have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Roofing Replacement and Repair Project ("Project" or "Contract")

which Contract dated May 29, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

$ Six Million Six Hundred Thousand Seven Hundred and Ninety-three Dollars ($6,600,793.00),

lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made pursuant to all applicable statutes and laws applicable to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, to those applicable statutes and laws, and to the provisions herein.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to that work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or

addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the ____ _____ day of _____, 2025.

Principal	**Surety**
_____	_____
(Name of Principal)	(Name of Surety)
_____	_____
(Signature of Person with Authority)	(Signature of Person with Authority)
_____	_____
(Print Name)	(Print Name)
	_____
	(Name of California Agent of Surety)
	_____
	(Address of California Agent of Surety)
	_____
	(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

DOCUMENT 00 45 40

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- The undersigned is a representative of the Contractor,
- The undersigned is familiar with the facts herein certified and acknowledged,
- The undersigned is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

☐ **Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

☐ **Labor Code Section 6401.9 (Workplace Violence Prevention).** I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 6401.9 of the Labor Code which require every employer, as specified in more detail in that section, to comply with the following:

- Establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan containing specified information;
- Record specified information in a violent incident log for every workplace violence incident;
- Provide initial and ongoing effective training of employees on workplace violence with training material appropriate in content and vocabulary to the education level, literacy, and language of employees;
- Create and maintain records of workplace violence hazard identification, evaluation, and correction for a minimum of five years; and
- Allow access to those records by employees and their representatives without cost.

I will comply with these provisions before commencing the performance of the Work of this Contract.

☐ **Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

(2) Establishing a drug-free awareness program to inform employees about all of the following:

(A) The dangers of drug abuse in the workplace.

(B) The person's or organization's policy of maintaining a drug-free workplace.

(C) Any available drug counseling, rehabilitation, and employee assistance programs.

(D) The penalties that may be imposed upon employees for drug abuse violations.

(3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

(1) The contractor or grantee has made a false certification under Section 8355.
(2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

☐ **Tobacco-Free Environment**. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

☐ **No Hazardous Materials.** I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

(i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

(ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

☐ **Lead as a Health Hazard**. Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

(i) **Overview of California Law**

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

a. Demolition or salvage of structures where lead or materials containing lead are present;

b. Removal or encapsulation of materials containing lead;

c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;

d. Installation of products containing lead;

e. Lead contamination/emergency cleanup;

f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and

g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

(ii) **Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

(iii) **Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall

be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based materials on the District's property;
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

☐ **Imported Materials.** All soils, aggregate, or related materials ("Fill") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

☐ **Roofing Contract Financial Interest Certification (Public Contract Code § 3006)**

I, _____ [**Your Name**], _____ [**Firm Name**] certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, _____ [**Your Name**], _____ [**Firm Name**] certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [**Your Name**], _____ [**Firm Name**] have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): _____
Mailing address: _____
_____
Address of branch office used for this Project: _____
If subsidiary, name and address of parent company: _____
_____

For Projects without substantive roofing components, check the following box and execute this certification:

☐ The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars ($21,000) or less.

☐ **Russian Sanctions Certification**

On February 21, 2022, President Biden issued Executive Order 14065 (https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/; "**Federal Order**") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf; "**State Order**").

The District requires the Contractor, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

If your Firm's contract with the District has a cumulative value of $5 million or more, your certification here constitutes your written response to the District, indicating:

(1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 55

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE(s)") of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district on projects that receive state funding.

Section 2001 of the Public Contract Code requires school districts to require each Bidder to provide in its bid certain information about its Subcontractors. In addition to completing this certification as indicated herein, each Bidder must provide the information related to DVBEs as required in the Designated Subcontractors List.

1. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.

2. **DVBE Participation Policy.** The District is committed to achieving this DVBE participation goal. The District encourages Contractor to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.

3. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.

4. **Certification of Participation.** At the time of execution of the Contract, the Contractor will provide a statement to the District of anticipated participation of DVBEs in the contract.

5. **Submission of Report.** During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract.

    a) Contractor shall report on a monthly basis all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.

    b) Upon completion of the Work of the Contract, Contractor shall submit a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.

        i) The submission to the District of this report is a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of this report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment.

        ii) The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the three percent (3%) DVBE participation goal.

DVBE PARTICIPATION REPORT

Contractor Name: _____ Date: _____

Project Name: _____ Project Number: _____

DVBE Firm Name	Trade / Portion of Work	Subcontract/ Contract Value
Add more sheets as needed to include all information for each DVBE		

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the final Contract Price, as adjusted by all change orders?

YES _____ NO _____

If your response is "NO," please attach to this report a detailed description of the reasons your firm did not achieve the participation goal of three percent (3%) of the final Contract Price.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 85
CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions (check all that apply):

☐ **All Workers Fingerprinted.** The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ **Physical Barrier.** Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☐ **Continual Supervision by Fingerprinted Employee.** Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:
Name: _____ **Title:** _____

☐ **Unoccupied Site**. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____ Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

CHECKLIST

***REQUIRED*:**

☐ **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.

☐ **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 Construction, Repair and Maintenance**

- ☐ **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 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**

- ☐ ____ 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**

- ☐ ____ 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 for Waste Services**

- ☐ 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 Energy Services That Will Generate Cost Savings**

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

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity**

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

☐ **Contract Utilizing CMAS or Other "Leveraged Procurement Agreement" via the California Dept. of General Services**

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

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

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

☐ **Emergency Contracts**

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

***Both signatures below are required* --- Attach this document to each PSA**
[*For requisitions, QCC approvals are accepted as signatures]

Dated: May 20, , 20 25	Dated: _____, 20____
Approval by Department Head (Minimum: Manager Level)	**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)
Signature: [signature]	Signature: _____
Print Name: Shelby Hession - Greystone West Co	Print Name: _____
Print Title: Project Manager	Print Title: _____

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Change Order 2- Mountain View Whisman School District Park Restrooms Project at Various Sites, Rodan Builders

Estimated Time:

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

Background:
During the Park Restrooms at Various Sites Project, unforeseen utility conditions, City of Mountain View requests, and contractor coordination have occurred resulting in revisions to the scope of the original project. These changes require contingency money to be used. A construction contingency of $73,700 has been budgeted for this project.

Change Order No. 1 for $16,433 will increase Rodan Builders' contract amount to $753,433.
Change Order No. 2 for $40,465 will increase Rodan Builders' contract amount to $793,898.

Fiscal Implication:
The monies required for Change Order No. 2 will not exceed $40,465. After Change Order No. 2, the balance remaining in the construction contingency will be $16,802.

Recommended Action:
It is recommended that the Board of Trustees approve Change Order No.2 for Rodan Builder's for the Park Restrooms at Various Sites Project.

ATTACHMENTS:

Description	Type	Upload Date
Change Order 2- Mountain View Whisman School District Park Restrooms Project at Various Sites, Rodan Builders	Backup Material	5/22/2025

May 29, 2025

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

RE: **Change Order #2 Justification**: **Mountain View Whisman School District Park Restroom Project – Rodan Builders, Inc.**

Item #1 – Relocation of Existing Irrigation Wires at Amy Imai Elementary School (PCO 05)

This change is the result of unforeseen conditions. During construction, irrigation wires were found to be running through the location of the foundation for the modular restroom building at Amy Imai Elementary. As a result, a site visit was conducted with the City of Mountain View and a re-route for these irrigation wires was identified. This change order includes the cost for labor and material for the relocation of these irrigation wires. **$2,533.**

Item #2 – Site Preparation and Material Supply for the Public Restroom Company (PCO 07.2)

This change is the result of contractor coordination. Ahead of the modular restroom building installation, the Public Restroom Company requested materials for assistance in their installation that were not included in their contract, therefore the contractor on site provided these materials. In addition, the weather ahead of the crane picks for the modular restrooms at each site was rainy and additional site preparation was required by the Contractor to accommodate the crane at each site. This change order includes the cost for labor and material for the site preparation and material supply required by the Public Restroom Company. **$13,746.**

Item #3 – Revised Asphalt Path at Amy Imai Elementary (PCO 08.3)

This change is the result of a request from the City of Mountain View. The City of Mountain View requested the asphalt path leading to the restroom building at Amy Imai be revised to align with the corner of the site concrete outside of the restroom. The reason for this request is to reduce the amount of detailing needed in this area when the lawn is mowed. This change order includes the cost for labor to revise the grading of the asphalt path in order to incorporate this change. **5,175.**

Item #4 – Existing Pipe Repair at Mariano Castro Elementary (PCO 09)

This change is the result of unforeseen conditions. During construction it was found that the 4” water line within the work zone at Mariano Castro Elementary School was leaking. This leaking pipe was not a result of

construction activity. Because this pipe was dug up and exposed, the Contractor was given direction to proceed with fixing this leak. This change order includes the cost for labor and material to fix this leaking 4" water line at Mairano Castro Elementary School. **$2,591.**

Item #5 – Maintenance Gate Relocation at Mariano Castro Elementary (PCO 11)

This change is the result of a request from the City of Mountain View. During a site walk with the City of Mountain View at Mariano Castro Elementary, it was requested that the existing field maintenance gate be relocated in order to provide better clearance around the new restroom building. This change order includes the cost for labor and material to relocate the existing field maintenance gate at Mariano Castro Elementary School per the City's request. **$9,866.**

Item #6 – Added Asphalt Work at Amy Imai Elementary (PCO 12)

This change is the result of an unforeseen condition. Due to the elevation change of the sewer line at Amy Imai Elementary School in order to provide proper coverage over the sewer line, extra material was required for grading and the asphalt work at the pedestrian gate on the side of the field at Amy Imai Elementary School. This change order includes the cost for labor and material to accommodate this sewer line elevation change. **$6,554.**

Total Cost of Change Order #2 - $40,465

In our capacity as the District's Construction Manager we have completed a review of Change Order #2.

The total Change Orders to date is: **$56,898**

There is **$16,802** remaining in the construction contingency.

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 call.

Sincerely,
Greystone West Company

Shelby Hession
Project Manager

Change Order No. 2

Mountain View Whisman School District Park Restroom Buildings

Project: **Mountain View Whisman School District**
Park Restroom Buildings

C.O. #: 02

Owner: **Mountain View Whisman School District**
1400 Montecito Ave
Mountain View, CA 94043

Contractor: **Rodan Builders, Inc**
3486 Investment Blvd Suite B
Hayward, CA 94545

Date of Issuance:
May 29, 2025

You are directed to make the following changes in this Contract:

Change Order Request (COR) number(s): 2

PCO #5 Relocation of existing irrigation wires at Amy Imai Elementary in order to avoid the park restroom building foundation	$2,533
PCO #7.2 Site preparation and material supply for the Public Restroom Company	$13,746
PCO #8.3 Revised Asphalt Path at Amy Imai per the City of Mountain View's Request	$5,175
PCO #9 Existing Pipe Repair at Mariano Castro Elementary	$2,591
PCO #11 Maintenance Gate Relocation at Mariano Castro Elementary School per the City of Mountain View's Request	$9,866
PCO #12 Added Asphalt at Amy Imai Elementary as a result of sewer elevation revisions	$6,554
	==========
Total amount for Change Order No. 2	Total: **$40,465**

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the Contract price specified for each item and as to the extension of time allowed, if any, for completion of the Project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code §§12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the Governing Board of the District. "It is expressly understood that the value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included herein are deemed waived."

The original Contract Sum was	**$737,000**
Change Order #1	**$16,433**
Change Order #2	**$40,465**

Revised Contract Amount	**$793,898**
The Contract Time Will be increased by	**0 Days**

Construction Manager	**CONTRACTOR**	**OWNER**
Greystone West	**Rodan Builders, Inc.**	**Mountain View Whisman School District**
621 W. Spain St.	**3486 Investment Blvd Suite B**	**1400 Montecito Ave**
Sonoma, CA 95476	**Hayward, CA 94545**	**Mountain View, CA 94043**
BY:	BY: Jovani Campos	BY:
DATE: 5/19/25	DATE: 5/19/2025	DATE:

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Action) Health and Wellness Mental Health Continuum

Estimated Time:

Person Responsible: Karin Jinbo, Director Health and Wellness

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Background:
On May 8, 2025 staff brought forth recommendations for SEL Curriculum adoption, data management tool, and community partnership agreement. Staff is seeking approval of these recommendations as noted below:

- Adopt CharacterStrong as district SEL Curriculum
- Utilize Panorama as SEL data management tool.
- Continue partnering with Project Cornerstone.

The following contracts are associated with this recommendation:

1. CharacterStrong, LLC - Will provide PK-8 SEL Curriculum and intervention material for 2025-2026 through 2027-2028 school years, $92,190.60
2. Panorama Education, Inc - Will provide digital platform for SEL surveys, data, and intervention management, $35,000
3. Project Cornerstone - Renews MVWSD community partnership MOU to provide a menu of SEL and mental health services and resources, $12,705. Contract will be brought to the Board June 12.

Fiscal Implication:
Not to exceed $140,000

Recommended Action:
It is recommended that the Board of Trustees adopt CharacterStrong Curriculum, Panorama, and Project Cornerstone as part of the District's comprehensive SEL programming, as presented.

ATTACHMENTS:

Description	Type	Upload Date
CharacterStrong - Contract	Backup Material	5/22/2025
Panorama Education - Contract	Backup Material	5/22/2025

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 CharacterStrong, 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:

_____

_____

_____

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: $92,190.60 as outlined on Exhibit A

3. Contract Dates "Agreement Time"

Services Start Date: July 1, 2025 Services End Date: June 30, 2028

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:**	CharacterStrong
1400 Montecito Ave.	**Street**	1402 Lake Tapps Pkwy SE Ste F104 #128
Mountain View, CA 94043	**City, Sate, Zip**	Auburn, WA 98092
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: GB

(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: Karin Jinbo KJ

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:** GB

(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: KJ

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: GB

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 shall retain sole and exclusive ownership of all rights, title and interest in its proprietary information, processes, methodologies, know-how and software, including

such information as existed prior to the delivery of the Services and, to the extent such information is of general application, anything that it may discover, create or develop during provision of the Services. 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 third-party 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. Provided however, the foregoing prohibition on assignment is not applicable when the Contractor assigns or transfers this Agreement or any interest herein to a subsidiary, parent company, or a corporate affiliate of the Contractor or in connection with the sale of all, or substantially all the outstanding assets or transfer of a majority interest in ownership or equity of 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 either party 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: GB

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
[X] Limited Liability Company [ ] Other: _____

Employer Identification and/or SSN#: 81-4174372

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: 229 Health and Wellness

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:** CharacterStrong LLC
Dated: May 20, 20 25	Dated: May 20, 20 25
Signature:	Signature:
Print Name: Karin Jinbo	Print Name: Gianna Burlini
Print Title: Director, Health and Wellness	Print Title: Sales Development Representative Manager

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

CharacterStrong
1402 Lake Tapps Pkwy SE Ste F104 #128
Auburn, WA 98092
billing@characterstrong.com
characterstrong.com

Estimate

ADDRESS
Karin Jinbo
Mountain View Whisman School District
1400 Montecito Ave
Mountain View, CA 94043
United States

SHIP TO
Karin Jinbo
Mountain View Whisman School District
1400 Montecito Ave
Mountain View, CA 94043
United States

ESTIMATE # 28812
DATE 04/23/2025
EXPIRATION DATE 10/23/2025

PRODUCT/SERVICE	QTY	RATE	AMOUNT
Elementary Tier 1 PurposeFull People PurposeFull People Pre-K through 5th Curriculum - A Social, Emotional, and Character Development Curriculum	9	2,999.00	26,991.00
Elementary Discount 20% Off	9	-599.80	-5,398.20
Grade 6-8 Tier 2 Solutions Middle Tier 2 Solutions - 6-8	2	1,999.00	3,998.00
Tier 2 Discount 20% Off	2	-399.80	-799.60
The LoHi Toolkit - Formerly CS Gym V22 A library of social & emotional and character development resources for educators, administrators, students, and families	11	999.00	10,989.00
The LoHi Toolkit - Formerly CS Gym Discount LoHi Toolkit (formerly CharacterStrong Gym) Discount	11	-500.00	-5,500.00
In Person 3 Hour PD Elementary Foundations In person professional development for Elementary Educators	3	5,250.00	15,750.00
Pre-Purchase Tier 1 PurposeFull People Renewal V24 Annual School-wide License Renewal for the Elementary Curriculum, PurposeFull People Pre-K through 5th - A Social, Emotional, and Character Development Curriculum	18	1,999.00	35,982.00
Pre-Purchase Grade 6-8 Tier 2 Renewal V23 Pre-Purchase Renewal of Middle Tier 2 Solutions - 6-8	4	1,999.00	7,996.00
Pre-Purchase Renewals Discount 20% Off	22	-399.80	-8,795.60
The LoHi Toolkit - Formerly CS Gym Renewal Annual Renewal for building-wide license for the LoHi Toolkit (formerly CharacterStrong Gym). A library of social & emotional and character	22	499.00	10,978.00

Contracts, purchase orders, and payments can be mailed to CharacterStrong, LLC at the address above, or emailed to billing@characterstrong.com

EIN: 81-4174372 UBI: 604-043-554

CharacterStrong's Cancellation Policies can be found at:
https://characterstrong.com/resources/cancellation-policies/

PRODUCT/SERVICE	QTY	RATE	AMOUNT
development resources for educators, administrators, students, and families			
Sales Tax Sales Tax calculated by AvaTax for 144199-V4 at Wed Apr 23 11:11:30 UTC 2025	1	0.00	0.00

Annual renewal of $1,999 per school for T1 and $499 for LoHi.

Our payment terms are net 30 days. If payment requires board approval or you have other unique circumstances, please reach out to billing@characterstrong.com and we'd be happy to discuss options.

SUBTOTAL	92,190.60
TOTAL	**$92,190.60**

Accepted By

Accepted Date

Contracts, purchase orders, and payments can be mailed to CharacterStrong, LLC at the address above, or emailed to billing@characterstrong.com

EIN: 81-4174372 UBI: 604-043-554

CharacterStrong's Cancellation Policies can be found at:
https://characterstrong.com/resources/cancellation-policies/

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	Sarah Houle	
The Richards Group		PHONE (A/C, No, Ext):	(802) 254-6016	FAX (A/C, No): (802) 254-7110
48 Harris Place		E-MAIL ADDRESS:	shoule@therichardsgrp.com	
PO Box 820		INSURER(S) AFFORDING COVERAGE		NAIC #
Brattleboro	VT 05302	INSURER A :	Sentinel Insurance	11000
INSURED		INSURER B :	Travelers Property Casualty Co of America	25674
Panorama Education Inc.		INSURER C :	Underwriters @ Lloyds London	
10-24 School Street Fl 4		INSURER D :		
		INSURER E :		
Boston	MA 02108	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 24/25 MASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			04SBAAE2874	09/30/2024	09/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			04SBAAE2874	09/30/2024	09/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			04SBAAE2874	09/30/2024	09/30/2025	EACH OCCURRENCE AGGREGATE	$ 8,000,000 $ 8,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB7S89980A	09/30/2024	09/30/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors & Omissions Cyber Liability			W16C73241101	09/30/2024	09/30/2025	Limit (Includes Defense) Cyber Limit	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Mountain View Whisman
1400 Moncito Ave
Mountain View CA 94043

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Panorama Education, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

24 School Street, 2nd Floor

6 City, state, and ZIP code

Boston, MA 02108

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

9	0	–	0	9	9	5	9	5	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Michael Reynolds | **Date** February 4, 2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

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Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

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Dropbox Sign

Audit trail

Title	W-9
File name	2025_W-9.pdf
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COMPLETED	**02 / 04 / 2025** 16:15:02 UTC-5	The document has been completed.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: CharacterStrong

***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)** **Curriculum Adoption Committee Process**

- ☒ ____ 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:	May 19, 20 25	Date:	May 22, 20 25
Print Name:	Karin Jinbo	Print Name:	Cathy Baur
Print Title:	Director	Print Title:	Associate Superintendent

For Department: Health and Wellness / Educational Services

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 Panorama Education, 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:

Panorama Education, Inc. performs educational surveys, MTSS and related support services.

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 $ 35,000

☐ **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: Upon Execution of Service Order Services End Date: 12 months from Execution of Service Order

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:**	Panorama Education, Inc
1400 Montecito Ave.	**Street**	24 School St., Second Floor
Mountain View, CA 94043	**City, Sate, Zip**	Boston, MA 02108
Attn: Chief Business Officer	**Attn:**	Account Management Team contact@panoramaed.com

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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: MJR

(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: Karin Jinbo KJ

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:** MJR

(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: KJ

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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: MJR

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.

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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

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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

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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: MJK

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

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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#: 90-0995958

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 229 Health/Wellness

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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: Panorama Education
Dated: May 14, 20 25	Dated: 05 / 15 / 2025, 20___
Signature: [signature]	Signature: Michael Reynolds
Print Name: Karin Jinbo	Print Name: Michael Reynolds
Print Title: Director, Health and Wellness	Print Title: Senior Director, Legal

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

Board of Trustees Action (District Office Use Only)

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

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SERVICE ORDER

Mountain View Whisman (CA)
1400 Moncito Ave
Mountain View / CA / 94043

Panorama Education, Inc.
24 School St, Second Floor
Boston, MA 02108
Contact:
Account Management Team
contact@panoramaed.com
(617) 356-8123

Primary Contact Name: Karin Jinbo
Primary Contact Phone Number: 650-526-3500
Primary Contact Email Address: kjinbo@mvwsd.org

Invoiced on Effective Date, Net 30
Pricing Valid Through: 05/30/2025

(1) Description of Services and (2) Fees **Effective Date: Date agreement is counter-signed by all parties.** **Contract Term: 12 Months**		
Licenses/Services		**Fees Over Term**
Student Surveys: * Student Surveys		**$ 12,150.00**
Check-Ins: * Check-ins surveys and reporting		**$ 3,375.00**
Standard Integrated Roster: Ongoing maintenance of system integrations including change management, improvements, and the switch over process during BTS		**$ 3,375.00**
Initial Survey Roster Data Integration: Initial integration of SIS student roster data Project Management support throughout the integration process		
Foundations Teaching & Learning Package (Virtual): Unlimited access to Panorama Academy, for on-demand tutorials and training; Access to exclusive Panorama Community professional development events; design and facilitation of 2 virtual PD sessions, each session up to 2 hours in length for up to 50 participants (larger groups are supported for webinar-style facilitation).	**1 included**	**$ 1,775.00**

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Survey Support Package - Premier Tier: - Dedicated Project Manager - Access to a Solutions Engineer - Email & Phone based Tech Support - 1 biz day SLA - (3) named ticket priority - Access to Academy & Playbook -	**$ 6,000.00**
Interventions and Progress Monitoring: * Intervention tracking	**$ 8,325.00**
Total Over Contract Term:	**$ 35,000.00**

(3) Agreement	
The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO")'; (ii) the terms of the Independent Contractor for Professional Services Agreement hereby incorporated by reference into this SO ("Terms"); and (iii) the Standard Student Data Privacy Agreement executed between Client and Panorama, effective May 1, 2025or following the Effective Date, which shall hereby be incorporated by reference into this SO.	
(4) Supplemental Terms and Conditions (if any)	
(5) Client Accounts Payable Information	
Accounts Payable Contact Name	John Zepezauer
Accounts Payable Phone Number	650-526-3500
Accounts Payable Email Address	accountspayable@mvwsd.org
Will Client Be Submitting Purchase Order?	YES [X] NO [ ]

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Dropbox Sign

Audit trail

Title	AP
File name	Mountain_View_Whi...Final_-_MRey_.pdf
Document ID	15f544bd7e07b5d289e98ea2d7834928504d5706
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**05 / 20 / 2025** 14:15:54 UTC-5	Sent for signature to kaylee (kdunn@panoramaed.com) from kdunn@panoramaed.com IP: 136.38.140.165
VIEWED	**05 / 20 / 2025** 14:27:10 UTC-5	Viewed by kaylee (kdunn@panoramaed.com) IP: 136.38.140.165
SIGNED	**05 / 20 / 2025** 14:28:19 UTC-5	Signed by kaylee (kdunn@panoramaed.com) IP: 136.38.140.165
COMPLETED	**05 / 20 / 2025** 14:28:19 UTC-5	The document has been completed.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sarah Houle	
The Richards Group 48 Harris Place PO Box 820 Brattleboro VT 05302	PHONE (A/C, No, Ext): (802) 254-6016	FAX (A/C, No): (802) 254-7110
	E-MAIL ADDRESS: shoule@therichardsgrp.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance	11000
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C : Underwriters @ Lloyds London	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Panorama Education Inc.
10-24 School Street Fl 4
Boston MA 02108

COVERAGES **CERTIFICATE NUMBER:** 24/25 MASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			04SBAAE2874	09/30/2024	09/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			04SBAAE2874	09/30/2024	09/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			04SBAAE2874	09/30/2024	09/30/2025	EACH OCCURRENCE AGGREGATE	$ 8,000,000 $ 8,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB7S89980A	09/30/2024	09/30/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors & Omissions Cyber Liability			W16C73241101	09/30/2024	09/30/2025	Limit (Includes Defense) Cyber Limit	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Mountain View Whisman
1400 Moncito Ave
Mountain View CA 94043

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Panorama Education, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

24 School Street, 2nd Floor

6 City, state, and ZIP code

Boston, MA 02108

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	0	–	0	9	9	5	9	5	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Michael Reynolds | **Date** February 4, 2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Panorama Education, 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]	Signature:	[signature]
Date:	May 20, 2025	Date:	May 22, 2025
Print Name:	Karin Jinbo	Print Name:	Cathy Baur
Print Title:	Director	Print Title:	Associate Superintendent

For Department: Health and Wellness / Educational Services

Checklist not required for school sites

Panorama Education $35,000

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Discussion) Mathematics Programming and Adoption Update

Estimated Time:

Person Responsible:
Cathy Baur
Associate Superintendent
Educational Services

Background:
Staff will present an update on the work done this year to begin to address the District's mathematics program and adopt new materials.

Fiscal Implication:
None

Recommended Action:
None

ATTACHMENTS:

Description	Type	Upload Date
Math Programming and Curriculum Adoption Process Update	Backup Material	5/22/2025

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Math Programming and Curriculum Adoption Process Update

May 29, 2025

Alignment to Strategic Plan

Goal Area 1 - Instruction

- Effective and consistent instructional practices that meet the needs of all students

Strategic Initiative 1a.3

- Develop programs to increase opportunities for underrepresented students to reach high levels of academic success

2024-25 Process

- District staff began the process to update mathematics programming, pathways and placement and curriculum in 2024-25
- This year staff:
  - reviewed math data and pathway demographics
  - reviewed math instructional time across sites
  - collected stakeholder input from parents, teachers and students through a Thought Exchange and focus groups

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2024-25 Mathematics Data

6th Grade Pathway Enrollment

Student Group	2024-25 6.1	2025-26 6.1 *Projected	2024-25 6.2	2025-26 8.2 *Projected
Asian	10% (30)	11% (35)	42 (73)	40% (57)
Hispanic/Latino	55% (165)	53% (173)	6% (10)	4% (6)
White	23% (70)	19% (61)	25% (43)	32% (46)
SED	46% (137)	44% (142)	7% (12)	6% (8)
EL	27 (80)	28% (90)	1% (1)	2% (3)

*Pending CAASPP results

6th Grade Pathway Enrollment by Feeder School

Feeder School	2024-25 .1 Accelerated	2025-26 .1 Accelerated (Projected)	2024-25 .2 Advanced	2025-26 .2 Advanced (Projected)
Bubb	7% (20)	7% (24)	17% (30)	18% (26)
Castro	15% (46)	11% (36)	1% (2)	0
Imai	8% (24)	10% (32)	17% (30)	21% (30)
Landels	11% (34)	12% (39)	9% (15)	12% (17)
Mistral	12% (37)	13% (43)	6% (10)	3% (5)
Monta Loma	9% (26)	10% (34)	4% (7)	3% (5)
Stevenson	5% (16)	13% (43)	28% (49)	29% (42)
Theuerkauf	11% (33)	8% (25)	2% (4)	4% (6)
Vargas	9% (28)	15% (48)	9% (16)	9% (13)

*Pending CAASPP results

7th and 8th Grade Pathway Enrollment

Student Group	.0 Grade Level		.1 Accelerated		.2 Advanced	
	23-24	24-25	23-24	24-25	2023-24	2024-25
Asian	4% (16)	6% (24)	17% (49)	18% (45)	37% (101)	41% (128)
Hispanic/Latino	76% (296)	71% (283)	29% (83)	31% (77)	6% (17)	5% (15)
White	10% (38)	12% (46)	35% (98)	34% (86)	33% (89)	33% (104)
SED	55% (216)	56% (223)	22% (61)	21% (52)	6% (16)	4% (13)
EL	31% (121)	27% (106)	3% (9)	2% (6)	0	1% (4)

7th and 8th Grade Accelerated Pathway Enrollment by Feeder School

Feeder School	.1 Accelerated		.2 Advanced	
	23-24	24-25	23-24	24-25
Bubb	10% (29)	5% (13)	20% (55)	21% (67)
Castro	6% (18)	6% (15)	1% (3)	1% (3)
Imai	12% (35)	14% (36)	24% (64)	20% (63)
Landels	12% (34)	11% (27)	12% (32)	13% (40)
Mistral	12% (33)	11% (27)	4% (10)	5% (17)
Monta Loma	5% (15)	6% (16)	5% (14)	5% (16)
Stevenson	11% (32)	15% (37)	16% (43)	15% (47)
Theuerkauf	5% (14)	6% (15)	2% (6)	3% (10)
Vargas	7% (21)	10% (26)	9% (25)	7% (22)

Data Summary

- Sixth grade pathway placements for 2025-26 are projected
  - CAASPP scores are not in yet
  - All students take i-Ready in August which can affect placement
- Not all student groups are accessing advanced math pathways
- Enrollment in advanced math pathways varies by feeder school
- The impact on placement in advanced pathways for students having access to i-Ready math is still unclear
- 2025-26 7th and 8th grade pathway data has not been disaggregated yet

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Instructional Time

Math Instructional Time

- Eureka math recommends 60 minutes per day for math plus additional time for intervention and differentiation
- Staff reviewed schedules at all elementary sites for 2024-25 to assess time dedicated to mathematics instruction
- Time designated for mathematics instruction varied across sites and across grade levels at the same site
  - Example same site: 160, 190, 250 math instructional minutes per week
- Mathematics is not taught daily across the District

Math Instructional Time

Grade Level	Average minutes per week	Range of minutes per week	Range of time per instructional block	Average days per week
KIndergarten	222	120 - 280	15 min - 60 min.	4.5
First Grade	226	165 - 290	30 min - 60 min.	4.7
Second Grade	232	175 - 295	25 min - 60 min.	4.7
Third Grade	250	180 - 335	35 min. - 65 min.	4.7
Fourth Grade	245	160 - 320	30 min. - 60 min.	4.8
Fifth Grade	246	215 - 350	35 min. - 60 min.	4.8

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Stakeholder Input

Data Collection and Participants

Dates	Input Session	Number of Participants
3/18/25	Administrator Focus Group	
3/18-4/18	Elementary Student Focus Groups	6-10 5th graders from each elementary school
3/18-4/18	Middle School Student Focus Groups	6-10 students from each middle school, representing different math pathways and grade levels
3/26-4/4	Thought Exchange	MVWSD Parents: MVWSD Staff: MVWSD 4th-8th Grade Students:
4/16	Middle School Teacher/Staff Focus Group	
4/17	Elementary Teacher/Staff Focus Group	
4/23	Parent/Community Focus Group	100 Parents:

Thought Exchange

- What are the best ways for students to learn math?
- What are the most important things we need to consider when looking at a new math curriculum?
- What are the benefits and disadvantages of tracked, or leveled, math classes in middle school?

Teacher and Administrator Focus Groups

- On a scale of 1-5, how much is math a focus at your school?
- Do you feel that Eureka math meets the needs of your students?
- What is missing and what would you like to see in a new math curriculum?
- What do you feel about departmentalizing math instruction? (elementary)
- If leveled classes continue, what changes are needed to ensure that students are successful? (MS)
- If leveled classes were discontinued, what would you need in order to meet the needs of all students? (MS)

Parent Focus Groups

- On a scale of 1-5, how much is math a focus at your school?
- What do you feel are the most effectives ways to learn math?
- What would you want to see in a new math curriculum?
- What are your thoughts about tracked or leveled math classes in middle school?

Student Focus Groups

- On a scale of 1-5 (1 is lowest, 5 is highest), show with your fingers how much math is a focus at your site.
- What do you like best about math instruction at school?
- What do you like least about math instruction at school?
- If you could change one thing about the math program at your school, what would it be?
- What are your thoughts about the middle school math pathways at MVWSD?/ middle school math classes?
- What role do you feel technology has in learning math?
- What do you do when you don't know how to complete math homework?

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Findings

Effective Math Instruction

- Needs to be evidence-based
  - Several parents noted the importance of following research rather than parent responses on surveys
  - Educators cited evidence-based practices such as direct instruction, relevance, repeated and spaced practice
- Engaging and fun
- Importance of math fluency
- Targeted to student needs
- Teachers who have passion for math and can clearly explain to students

Math Pathways: Support

- Most respondents believed that MVWSD should continue tracked math in middle school
  - Most cited benefits for students in the most accelerated pathways
    - Allows for students to receive an extra challenge
    - Perception of being competitive in high school math classes
  - Few discussed benefits for students in the grade level pathways

Math Pathways: Considerations

- Most teachers expressed need for different entrance criteria for .2 pathways
  - Too many students in the .2 pathways that do not have the requisite skills or academic habits
  - Too much variance in student skill level
- Students expressed pressure associated with math pathways
  - Peer perceptions of different pathways
  - Feeling pressured to get into .2 pathway, even if not interested in math
- Some parents expressed desire for depth over acceleration--spend more time really developing a fundamental understanding of the math concepts

Current Math Curriculum

- Mixed reactions on effectiveness of Eureka Math
  - Many teachers expressed that Eureka was effective for students at grade level, but not enough opportunities for enrichment or intervention
  - Some students and teachers enjoyed the structure of Eureka
  - Some parents, teachers, and students appreciated learning different ways to solve and model problems, while others found the emphasis on multiple methods frustrating
  - Workbook only, no textbook for students and families to reference

Future Math Curriculum

- Include more real-world applications and/or ground the mathematics in anchor phenomena
- Textbook for students and families to reference
- Intervention and enrichment materials
- Delivered with direct instruction (I Do, We Do, You Do) for new concepts and skills and application problems and projects to further develop concepts and skills

Role of Technology

- Mixed responses from students
  - Several students said that Zearn and IXL have been helpful to give them extra practice
  - Few mentioned i-Ready; however, most said i-Ready was boring, but some said they missed i-Ready because it was math at their level
- Most parents emphasized the importance of live instruction for a teacher
  - Several described potential of technology such as AI to provide differentiated instruction to students or allow for repeated practice of taught skills

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Considerations

Considerations

- All students deserve a strong mathematics program which provides opportunities for acceleration if desire
- Large achievement gaps in mathematics that were exacerbated during the pandemic persist
- Not all groups of students are accessing accelerated math pathways
- Scheduling
  - Middle school cascading schedule
    - Monday periods are much shorter
    - Due to schedule there are only 3 other periods of math per week
  - Inconsistent time spent on math in elementary
    - Most have 50 minute blocks, which does not allow for intervention or differentiation

Considerations

- Enrichment programs impact the instructional day and schedule (i.e Art, Music, library, Living Classroom, etc at elementary schools)
- Elementary teachers are expected to be proficient in planning for and teaching all subjects (except Science and PE)
- Elementary math instruction lays a foundation for success in higher levels of math starting in middle school
- Elementary teachers have focused on shifting to structured literacy and using a new curriculum
  - limits capacity to add new learning and curriculum for math

Considerations

- Most staff, students and parents want to continue to have multiple pathways in middle school
- Process for students to accelerate must ensure that students have the prerequisite skills to be successful
- Input from MVLA is that staff prefers students to start 9th grade with strong foundational skills and proficiency in the course preceding the pathway they enter into (Algebra 1, Geometry or Algebra II
- Although publishers have submitted materials to the state for possible inclusion in the state-approved list (anticipated release in November), math materials most likely will not be available to pilot until spring which will delay the District's adoption process

Recommendation

- Due to the anticipated inability to access materials to pilot early in January 2026, staff recommends the following:
  - Convene math committee in January 2026
  - Review materials, and decide on pilots in spring 2026
  - Pilot in fall 2026
    - allows teachers to be trained in August
    - allows for having all middle school teachers pilot if desired
    - would allow for longer pilots
  - Use spring of 2027 to develop assessments, consider adjustments to pathways and communicate changes
    - Utilize current pathways and assessments
  - Full implementation in August 2027

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Next Steps

Next Steps

- Pending input from the board of Trustees begin to plan for 2025-26
- Continue to research pathway and assessment options used in other Districts for middle school
- work with community partners to address scheduling concerns at the elementary level
- Share next steps with students, staff and parents

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Appendix

Background

- Curriculum adoptions are usually conducted according to the cycle of approved Curriculum Frameworks outlined by the California Department of Education
- Approved curriculum is dependent on a state approved Framework as it contains evaluation criteria for the adoption of materials
- California finally approved a revised Mathematics Framework in June of 2023 after a four year delay
  - The delay was due to a variety of factors including: Covid-19 pandemic and the need for multiple revisions due to feedback and criticism
- This delay is also delaying the District's plan to update math programming and materials

Background

- An approved list of mathematics materials is not expected until November of 2025 and this timeline is subject to change
- MVWSD adopted Eureka Math K-8 in June 2015
- Materials are usually updated every 6-8 years
- MVWSDs math materials are 9 years old
- Math placement assessments and criteria have not been adjusted since 2021-22
- A middle school mathematics placement appeals process was added in 2023-24

Additional Information

- Districts are able to adopt new materials without an approved list as long as a majority of members of the committee are teachers
  - MVWSD adopted new K-5 ELA materials without a list in 2023-24
  - 13 Districts in California have adopted new mathematics materials K-5 since 2020 according to a report from the *Center For Education Market Dynamics*
- Ed. Reports does have a list of mathematics materials that have been rated for both alignment to standards and usability
  - this list could be used as a starting point for an adoption process and compared to the approved list from the California Department of Education when released

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Current Mathematics Programming

Elementary Programming

Core Instruction

- **K-5: *Eureka Math, A Story of Units*, Great Minds Publishing**
  - Counting and Cardinality (Kindergarten only)
  - Operations and Algebraic Thinking (K-5)
  - Number and Operations in Base Ten (K-5)
  - Number and Operations - Fractions (3-5)
  - Measurement and Data (K-5)
  - Geometry (K-5)

Middle School Programming

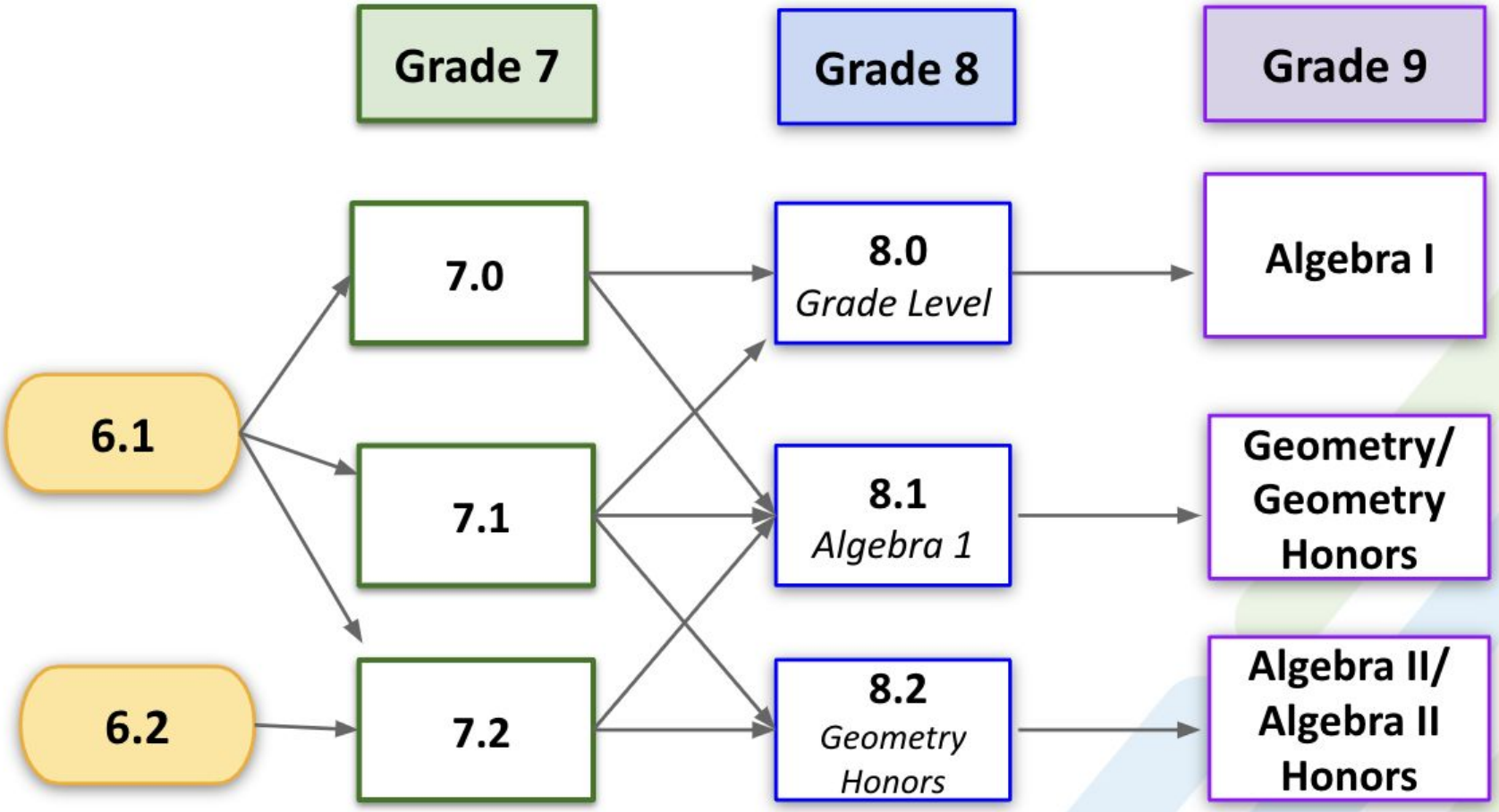
The 6-8 program builds on the foundation for higher levels of math with a focus on the following domains:

- **6-8 Eureka Math, A Story of Ratios, Great Minds Publishing**
  - Ratios and Proportional Relationships (6, 7)
  - Expression and Equations (6-8)
  - The Number System (6-8)
  - Statistics and Probability (6-8)
  - Geometry (6-8)
  - Functions (8)
- **Algebra 1: *Eureka Math, A Story of Functions*, Great Minds Publishing**
  - Functions
  - Algebra
  - Statistics and Probability
- **Geometry: *Eureka Math, A Story of Functions*, Great Minds Publishing**
  - Geometry

Middle School Programming

- MVWSD currently offers a variety of math pathways for students
- All pathways allow student to enter high school on a college preparatory or A-G track
  - Students are initially placed into math pathways based data from District i-Ready and state assessments given in May.
  - All students have the opportunity to adjust their pathway in August based on data from i–Ready which includes accelerating to a more challenging pathway or moving to a course better suited to their abilities.
  - In 2023-24, the district implemented a math appeals process to allow students and parents another opportunity to adjust their pathway

Middle School Math Pathways



Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Discussion) Middle School World Languages

Estimated Time:

Person Responsible:
Swati Dagar, Director - Administrative Services
Cathy Baur - Associate Superintendent
Tara Vikjord - Chief HR Offiicer

Background:
Staff is providing an update to the Board of Trustees on expansion of middle school World Language elective offerings after rising 6th-7th-8th graders made their elective choices for the 2025-26 school year.

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Middle School World Languages- May 2025	Presentation	5/22/2025

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Middle School World Languages

May 29, 2025

Alignment with Strategic Plan 2027

SP2027 Goal Area #1: Effective and consistent instructional practices that meet the needs of all students

Outcomes

- Provide an overview of the middle school world languages elective offerings
- Provide an update of the current work being done
- Provide an update on considerations for our work and recommendations

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Background

Background

- Request from parent to expand World Language elective offerings at middle school
  - Allows opportunities for students to take advanced language courses at the high school
  - Staff met with parents
  - Parent presentation at the BOT meeting in November 2024
  - Staff started work to explore options for expanding the World Language elective offerings

Neighboring School District World Language Offerings

- Los Altos School District offers French, Spanish, and Mandarin for 7th and 8th graders
- Palo Alto Unified School District offers French, Spanish, Japanese, and German 1A that is offered at one middle school
- Cupertino Unified School District offers French and Spanish
- Sunnyvale School District offers Spanish
- Both Los Altos and Palo Alto require at least 24 students to pre-enroll as a prerequisite to offering the course

Spanish Elective at Middle Schools

- Multiple levels of Spanish elective offered at both middle schools
- Students with 2 years of Spanish at middle school can take Spanish 2 or 2H at the high school level
- Curriculum used: Descubre
  - Aligned with curriculum used by Mountain View Los Altos High School District for their core Spanish language class offerings
  - 2013-14 was the first year we purchased Descubre for MVWSD implementation
  - Curriculum was never formally adopted by Board of Trustees

Curriculum

- Curriculum adoptions are usually a year long process
- Best practice for district wide adoptions for core subjects (ELA, math etc) must include teachers, administrators and parents and materials pilots
- For smaller adoptions, like world language curriculum, which only impacts a few teachers, the District can determine the process and rationale per guidance from the Santa Clara County Office of Education
  - main requirement is that teachers are involved in some way in the selection process
- This is similar to the process the District followed in 2013-14 as the District relied on the expertise of the high school District to select it's Spanish Curriculum

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What has been done so far?

Elective Interest Student Survey

- Elective Interest Survey conducted in January 2025 to gauge interest in expanding World Languages
  - Surveyed current 5th, 6th, 7th graders
  - Survey asked students to indicate their interest level in World Language French, Mandarin, and also included an open ended question on any other topics of interest

Elective Interest Student Survey Results

Very Interested in…	Crittenden	Graham	District Total
French	100	133	233
Mandarin	78	104	182
Spanish	149	246	395
Other: German	3	3	6
Japanese	5	6	11
Dutch	0	1	1
Korean	1	1	2
Polish	0	1	1
Ukrainian	0	1	1
Russian	0	1	1
Arabic	0	1	1

Current Middle School World Language Offerings 2024-25

	Crittenden	Graham	District Total
Spanish I Elective	84	59	143
Spanish II Elective	51	58	109
Spanish III Elective	18	56	74
History/ Social Studies Core (taught in Spanish)	Not offered	6th - 35 7th - 19 8th - 24	78

2025-26 Elective Selection

- Rising 6th - 8th graders provided their preferred elective choices for upcoming school year (March 31 - April 18)
- Middle schools do their best to accommodate students' preferred elective choices.
- As middle schools work on building schedules for the year, if an elective requires auditions, that elective takes preference over other elective choices in a students' schedule.

World Language Elective Selection Sign-up Results

Crittenden Middle School

French I	1st Choice	2nd Choice	3rd Choice	Total	# of Sectionsç
6th Grade	5	7	5	17	less than 2 sections (less than 0.5 FTE)
7th Grade	5	7	12	16	
8th Grade	6	10	14	21	
Mandarin I	**1st Choice**	**2nd Choice**	**3rd Choice**	**Total**	**# of Sectionsç**
6th Grade	4	5	9	18	1 section
7th Grade	1	4	2	7	
8th Grade	1	1	3	5	

World Language Elective Selection Sign-up Results

Crittenden Middle School

Spanish I	1st Choice	2nd Choice	3rd Choice	Total
6th Grade	12	12	23	47
7th Grade	9	11	7	27

Spanish II	1st Choice	2nd Choice	3rd Choice	Total
6th Grade	2	4	1	7
7th Grade	12	17	9	38
8th Grade	6	7	7	20

Spanish III	1st Choice	2nd Choice	3rd Choice	Total
7h Grade	2	3	3	8
8th Grade	6	16	9	31

World Language Elective Selection Sign-up Results

Graham Middle School

French I	1st Choice	2nd Choice	3rd Choice	Total	# of Sectionsç
6th Grade	1	8	8	17	less than 2 sections((less than 0.5 FTE)
7th Grade	3	3	12	18	
8th Grade	5	5	13	23	

Mandarin I	1st Choice	2nd Choice	3rd Choice	Total	# of Sectionsç
6th Grade	3	2	0	5	1 section
7th Grade	2	7	4	13	
8th Grade	3	1	5	9	

World Language Elective Selection Sign-up Results

Graham Middle School

Spanish I	1st Choice	2nd Choice	3rd Choice	Total
6th Grade	16	19	25	60
7th Grade	11	11	9	31

Spanish II	1st Choice	2nd Choice	3rd Choice	Total
6th Grade	3	2	4	9
7th Grade	10	11	6	27
8th Grade	20	15	8	43

Spanish III	1st Choice	2nd Choice	3rd Choice	Total
6h Grade	7	7	4	18
7th Grade	12	10	14	36
8th Grade	19	14	12	45

Spanish History/Social Studies Course Sign-up Results

Graham Middle School

	Current 2024-25	Preliminary 2025-26 (based on survey results)
6th Grade	35	23
7th Grade	19	10
8th Grade	24	11

What's Needed to Expand World Language Offerings?

- To build a stronger biliteracy pathway for students, alignment with the high school district is necessary
- Based on student interest and enrollment, we need to decide which world languages to offer
- Decide on curriculum to be used for the language offerings
- Hire appropriately credentialed teachers

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Considerations

Considerations

- MVWSD wants students to have access to multiple language options in middle school
- Depending on student interest, hiring could be challenging
- The cascading schedule presents a challenge if one teacher is teaching a 1-2 sections at each site
- In order to be compliant with Williams, materials must be available to students within the first 20 days of school
  - Curriculum for any new language must be adopted the year prior making alignment with the high school and hiring early necessary

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Recommendation

Recommendation for 2025-26

- Expand one additional world language offering for 2026-27 school year
- Hire an appropriately credentialed teacher for the course
- Adopt the same curriculum used in MVLA, with teacher input, to ensure consistency in instruction for students transitioning to higher levels of language instruction
- Formally adopt Descubre, on June 12, as the District's primary Spanish language curriculum which is currently used in MVLA

Next Steps

- Middle School Administrative teams continue work on developing student schedules for 2025-26 school year
- Work with the MVLA school district staff to build a pathway for expanded world language courses
- Survey middle school students in Fall 2026-27 to know which world language they are most interested in

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Discussion) LCAP Federal Addendum

Estimated Time:

Person Responsible: Geoff Chang, Director of Federal, State, and Strategic Programs

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Background:
The LCAP Federal Addendum outlines MVWSD's use of federal funds for the 2025-26 school year.

Fiscal Implication:
Approximately $550K in federal funding for the 2025-26 school year.

Recommended Action:
None

ATTACHMENTS:

Description	Type	Upload Date
LCAP Federal Addendum Presentation	Presentation	5/21/2025
LCAP Federal Addendum 2025	Exhibit	5/21/2025

Mountain View Whisman School District

LCAP Federal Addendum 2025-26

May 2025

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

Goal Area #6: Develop and implement effective and consistent practices that meet the needs of students at Castro school.

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Overview of Addendum Sections

Context

- The LCAP Federal Addendum answers the question: “How does the District plan to use Title monies from the Federal government?”
- It is aligned to the District’s LCAP and Strategic Plan.
- The Federal Addendum focuses on the following:
  - Professional development for teachers, administrators, and staff
  - Targeted support to designated Title I schools
  - Increased and responsive parent engagement opportunities
  - Enhancement of daily instruction and direct services to student populations most at-risk

Title Funding Sources

Title I: Ensure all children have a fair, equal, and significant opportunity to obtain a high-quality education and reach minimum proficiency.

Title II: Provide supplemental activities that strengthen the quality and effectiveness of teachers, principals, and other school leaders.

Title III: Ensure that English Learner students attain English Language Proficiency and meet the same academic standards that all students are expected to meet.

Title IV: Increase local educational agencies', schools' and local communities' capacity.

Title I

Monitor and Maintain Educator Equity (as needed)

- Human resources and Federal & State programs annually complete and review the CDE comparability report to ensure that low income students and minority students are not being taught at higher rates than other students by ineffective, inexperienced, or mis-assigned teachers.

Parent and Family Engagement

- Parent University: Speaker Series, Extension Series, and Seminario
- Continued expansion and improvement of site-based parent education programs

Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children

- Mariano Castro Elementary School designated school wide Title I site
  - Additional staffing to support academic achievement

Title I

Homeless Children and Youth Services

- Personnel: one full-time and one part-time McKinney-Vento Liaison
  - Attendance monitoring, and support agency/resource coordination
- Free lunch and Expanded Learning (MVWSD+) priority enrollment
- Site-based School and Community Engagement Facilitator support

Student Transitions

- Parent University--*Middle School Readiness* and *High School Readiness*
- Annual vertical articulation with Mountain View Los Altos High School District
- Fifth Grade orientation and transition field trips to the middle school

Title II

Professional Growth and Improvement

- New teachers receive support from coaches and principals via new hire orientation and induction activities, coaching sessions on setting and tracking professional goals, and ongoing professional development during staff meetings and after informal classroom visits.
- School and Community Engagement Facilitators and At-Risk Intervention supervisors are also developed to enhance their skills with students and families and as leaders
- Principals also engage in professional learning via leadership development groups during bi-monthly Leadership Team Meetings.

Data and Ongoing Consultation to Support Continuous Improvement

- District reviews results of teacher and administrator surveys and the annual report on teacher retention to assess program effectiveness and make improvements

Title III

Professional Development for certificated staff and administrators

- English learner instructional strategies
- Culturally responsive pedagogy and practices
- Use of instructional technology for classroom teachers

Enhanced Instructional Opportunities for students

- Newcomer Class teachers and resources, e.g. Lexia
- Supplemental materials and curriculum, e.g. CKLA Language Studio, Grammar Gallery, Read 180

English Proficiency and Academic Achievement

- Sheltered Instruction Observation Protocol (SIOP) instructional strategies
- English language development instruction training and delivery support

Title IV

Activities and Programs

- TechSmart, a set of computer science course materials for one of our middle school electives.
- Teachers attend TechSmart's Teacher Coding Bootcamp and participate in regular support meetings with TechSmart staff.

Mountain View
Whisman
School District

Next Steps

Next Steps

- Continue implementation of programs as outlined.
- In Spring 2026, prepare 2026-27 Federal Addendum as part of the LCAP process.

Local Control and Accountability Plan (LCAP)
Every Student Succeeds Act (ESSA)
Federal Addendum Template

School Year
2025-26

Date of Board Approval
June 12, 2025

LEA Name
Mountain View Whisman School District

CDS Code:
43-69591-0000000

Link to the LCAP:
(optional)

For which ESSA programs apply to your LEA?

Choose From:

TITLE I, PART A
Improving Basic Programs Operated by State and Local Educational Agencies

TITLE II, PART A
Supporting Effective Instruction

TITLE III, PART A
Language Instruction for English Learners and Immigrant Students

TITLE IV, PART A
Student Support and Academic Enrichment Grants

*(**note:** This list only includes ESSA programs with LEA plan requirements; not all ESSA programs.)*

In the following pages, ONLY complete the sections for the corresponding programs.

Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding**.** LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

The LEA must address the Strategy and Alignment prompts provided on the following page.

Each provision for each program must be addressed unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. **LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources**; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

This template is designed to be used by LEAs who already have completed their LCAP Federal Addendum and received approval from CDE. This template will support LEAs with the review of their LCAP Federal Addendum and revision.

The review and revision of the LCAP Federal Addendum do not need to be submitted to CDE for approval. However, an LEA should have their local Board approve any revisions.

Even if the LEA plans to transfer all of its title funds, it must still address all of the provisions of the title from which it is transferring its funds. The LEA must first meet the application requirements of those funds before it can elect to transfer those funds to another title.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

Mountain View Whisman School District (MVWSD) serves a diverse student population from preschool through eighth grade. MVWSD represents a wide range of ethnicities, languages, cultures, and economic status. Mountain View Whisman School District's main strategy for using federal funds is to supplement core programs as aligned to our LCAP and Strategic Plan. The Strategic Plan and LCAP focus on the student populations and state priorities that are in need of our attention.

Based on multiple sources of data, including the California State Dashboard, our internal interim assessments, the LCAP survey, etc., our work focuses on administrative, teacher, and staff professional development, targeted support to MVWSD's designated Title I school, increased and responsive parent engagement opportunities, enhancement of daily instruction, and direct services and programs for before and after school to bolster students. Specific details of targeted supports employed at our Title I school may be found in the School Plan for Student Achievement.

Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

Mountain View Whisman School District aligns the use of federal funds to our LCAP goals and actions outlined in our Strategic Plan. To support LCAP Goal 1, "Develop and Implement effective and consistent instructional practices that meet the needs of all students," and Goal 5, "Develop and implement plans and protocols to ensure the equitable distribution of resources that support student success," Mountain View Whisman School District provides base funding for every school. In addition to base funding, Mountain View Whisman School District identified one school to which Title I funding was allocated: Mariano Castro Elementary. Federal funding will be used primarily for direct additional support to students including the hiring of an additional staff.

A TK-8 Multi-Tiered System of Supports (MTSS) framework has been developed that includes a Coordination of Services Team (COST) for intervention. COST teams at each school site meet regularly and follow a data-driven discussion protocol to talk about individual student needs. Also included under MVWSD's MTSS is a Response to Instruction (RTI) framework for Tier 1 and Tier 2 instruction.

In addition to district-provided School and Community Engagement Facilitators (SCEF) at every site, federal funding will be used to maintain 1.41 FTE McKinney-Vento liaisons responsible for the identification, oversight, and support of all homeless students in our district. The district liaisons will ensure that federal funding will also be used to provide allowable resources outlined in ESSA.

To align to LCAP Goal 3, "Cultivate and maintain an inclusive and welcoming culture that acknowledges, embraces, and empowers all stakeholders," federal funding will be used for parent engagement workshops and activities organized at the district level through our Parent University program. (This is in addition to dedicated federal funding to our Title I school.) Developed internally and in collaboration with community partners, Parent University workshops are offered to families that address topics to support positive parenting, academic support at home, social emotional health, and preparing for transitions to middle school and high school. Parents can access two different types of sessions: district-wide "Speaker Series" and school-based "Extension Series".

To address discipline practices that take students out of classrooms, At-Risk Intervention Supervisors (ARIS) have been hired by the district to support sites with demonstrated needs for behavioral support. Training of At-Risk Supervisors will be coordinated by district staff in the following areas: progressive discipline practices, culturally responsive behavior-management strategies, discipline referral management, and alternatives to suspension. Regular discipline data review meetings are conducted throughout the year with site principals to guide action steps to support students.

ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP, it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

TITLE I, PART A

Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 *(as applicable)*

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

(A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
(B) identifying students who may be at risk for academic failure;
(C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
(D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 *(as applicable)*

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 *(as applicable)*

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

(A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
(B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

TITLE II, PART A

Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 *(as applicable)*

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

TITLE III, PART A

Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 *(as applicable)*

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

TITLE I, PART A

Poverty Criteria

ESSA SECTION(S)	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

The Mountain View Whisman School District Title I school attendance areas will be determined annually. The annual ranking of schools will be established in order from highest to lowest by percentage of the unduplicated count of socio-economically disadvantaged enrolled students. Schools with over 55% of students who are socio-economically disadvantaged shall be designated as a Title I schools. Currently the District only has one school designated as Title 1 - Mariano Castro Elementary School.

ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs, the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed** unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. **LEAs are encouraged to integrate their ESSA funds into their LCAP** development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

TITLE I, PART A

Educator Equity

ESSA SECTION 1112(b)(2) – *Not Applicable to Charters and Single School Districts.*

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

NOTE: In this section, LEAs must identify and address disparities. Tools on the CDEs website (https://www.cde.ca.gov/pd/ee/peat.asp) can help with this process. LEAs are required to specifically address the following at comparable sites:

1. What # and % of teachers at sites are inexperienced, misassigned, or out-of-field in relation to:
    a. Number of low-income students
    b. Number of minority students
2. Does the LEA have an educator equity gap –
    a. If yes, must create a plan which must include root cause analysis of the disparity
    b. A plan must be created with meaningful educational partner engagement.

Educator Equity Data Tables available here.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The Human Resources department and the Federal, State and Strategic programs department conduct annual reviews of staffing for any disparities that may result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers. This process is initiated by a collection of equity data through DataQuest and a collection of internal HR data. In addition to this step, Mountain View Whisman School District's data collection process for identifying disparities that may result in low-income and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers includes the following:
District-wide and site-level data protocols are used to analyze site and teachers performance for all subgroups of students.
Individual teacher data, which includes students' State and District assessment scores, is disaggregated and reviewed by site administrators. Administrators will then work with teachers to provide coaching or other support needed.
Data is collected and analysis of the teacher workforce (ineffective, inexperienced, and out-of-field teachers) and its impact on low income and minority students is performed.
Data collection and review of local teacher evaluations and teachers on improvement plans

Mountain View Whisman School District engages partners in its process for identifying strategies for addressing discovered equity gaps through an annual data review of student progress and academic achievement and district equity reports. Staff reviews teacher effectiveness/certification and equity data along with state and District assessment data with a focus on identifying root causes and solutions/actions that will be taken to bolster student achievement.

According to a review of teacher assignment data from the California Department of Education's online tool, Mountain View Whisman School District had one Ineffective teacher at Castro Elementary (83% low-income, 96% minority). This teacher had an emergency permit while completing an official authorization.

In 2024-25, Mountain View Whisman School District had two Out-of-Field teachers at Monta Loma Elementary (30% low-income, 74% minority) and at Stevenson Elementary (13% low-income, 75% minority). MVWSD also had one Out-of-Field teacher at Theuerkauf Elementary (39% low-income, 82% minority). These teachers had emergency permits while completing official authorizations.

Based on a review of data from the California Department of Education's online tools and tables, improvements were made to ensure that low-income students were not taught at higher rates than other students by inexperienced teachers. The three schools with the highest percent of inexperienced teachers were Monta Loma Elementary (20% inexperienced teachers, 30% low-income, 74% minority), Theuerkauf Elementary (19% inexperienced teachers, 39% low-income, 82% minority), and Amy Imai Elementary (14% inexperienced teachers, % low-income, % minority)

At the schools with the highest minority enrollments (Castro 96% and Mistral 86%), 12% and 13% of teachers were classified as inexperienced, respectively.

On November 6, 2019, the SBE approved updated definitions for "ineffective" and "out-of-field" teachers to be included in the amended California ESSA Consolidated State Plan.

Term	Definition
Ineffective teacher	An ineffective teacher is any of the following: • An individual whose assignment is legally authorized by an emergency permit that does not require possession of a full teaching license; or • A teacher who holds a teaching credential but does not possess a permit or authorization that temporarily allows them to teach outside of their credentialed area (misassigned) • An individual who holds no credential, permit, or authorization to teach in California. Under this definition, teachers with the following limited emergency permits would be considered ineffective: • **Provisional Internship Permits,** • **Short-Term Staff Permits** • **Variable Term Waivers** **Substitute permits or Teaching Permits for Statutory Leave (TSPL) holders serving as the teacher of record**
Out-of-field teacher	A credentialed out-of-field teacher is: A credentialed teacher who has not yet demonstrated subject matter competence in the subject area(s) or for the student population to which he or she is assigned. Under this definition, the following limited permits will be considered out of the field: • General Education Limited Assignment Permit (GELAP) • Special Education Limited Assignment Permit (SELAP) • **Short-Term Waivers** • **Emergency English Learner or Bilingual Authorization Permits** **Local Assignment Options** (except for those made pursuant to the *California Code of Regulations*, Title 5, Section 80005[b])
Inexperienced Teacher	A teacher who has two or fewer years of teaching experience.

Minority Student	A student who is American Indian/Alaska Native, Asian, African American, Filipino, Native Hawaiian/Pacific Islander, Hispanic, or Two or More Races Not Hispanic.
Low-Income Student	A student who is eligible to receive Free or Reduced-Price Meals

Parent and Family Engagement

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

Mountain View Whisman School District will use the broader strategy outlined in the Strategic Plan to effectively implement parent and family engagement. These strategies and actions are aligned to LCAP Goal 3: "Cultivate and maintain an inclusive and welcoming culture that acknowledges, embraces, and empowers all stakeholders." To support and promote increased parent and family engagement, the district works with site level and district partners to review, and revise the parent engagement policy.

Mountain View Whisman School District is committed to communicating with families in the languages and methods that reach them most effectively. Weekly communication in the form of district and site newsletters inform families of key updates and events happening in various locations. All district communications are disseminated in both English and Spanish and are made available in other languages upon request. Reasonable accommodations are made for families and parents with disabilities. This includes, but is not limited to translation and interpretation in Spanish at meetings and in other languages when requested. Principals host regular "Principal's Coffee" and "Cafecito" meetings to provide families with site updates, to answer questions from parents, and to solicit and discuss feedback to inform future actions.

Annually, district-wide evening learning opportunities that help empower parents and families with tools and information to engage in their child's education are delivered in a series of "Parent University" workshops at the district and school site levels. Past topics have included positive parenting, social-emotional health, understanding State Standards, technology training, numeracy and literacy, understanding local and State assessments, working with teachers and the school to support and monitor students' success/progress, and transitions from preschool to Kindergarten/Transitional Kindergarten, transitions from Elementary to Middle School, and transitions from Middle School to High School. Due to the pandemic, all such events since 2021 have been held virtually over Zoom, recorded, and posted on the district website. This method of delivery allowed more families to access the learning than ever before. Additionally, the District provides resources to every site to execute site-level family engagement opportunities.

To develop staff in the area of parent and family engagement, our principals regularly train teachers and other staff on best practices for parent partnerships, especially at designated events such as Back to School Night, Parent Teacher Conferences, and Open House.

For migrant families, the district has planned for and is ready to provide opportunities for the informed participation of such families through the use of entry and pre-absence meetings to discuss and plan for the extended period of absence of students from school. Transition meetings for migrant families will be held upon a student's return to the district at the end of an extended absence and school and community engagement facilitators along with principals will support smooth transitions for families and parents to address any needs and/or gaps created by the student's extended absence.

To meet this requirement, LEAs must provide a description of the following:

ESSA Section 1112(b)(3): how the LEA will carry out its responsibilities under paragraphs (1) and (2) of Section 1111(d);

1. How the LEA will involve parents and family members at identified schools in jointly developing Comprehensive Support and Improvement plans
2. How the LEA will involve parents and family members in identified schools in jointly developing the Targeted Support and Improvement plans
3. In the absence of the identification of any schools for Comprehensive Support and Improvement (CSI) or any schools for Targeted Assistance and Intervention (TSI), the LEA may write N/A. This provision will not be reviewed.

ESSA Section 1112(b)(7): the strategy the LEA will use to implement effective parent and family engagement under Section 1116; shall include how the LEA and its schools will build capacity for parent and family engagement by:

1. Describe the LEA parent and family engagement policy, and how it was developed jointly with, agree on with, and distribute to, parents and family members of participating children a written parent and family engagement policy (ESSA Section 1116(a)).
2. Describe how the LEA will provide assistance to parents of children served by the school or local educational agency, as appropriate, in understanding such topics as the challenging State academic standards, State and local academic assessments, the requirements of this part, and how to monitor a child's progress and work with educators to improve the achievement of their children; (ESSA Section 1116(e)(1))
3. Describe how the LEA will provide materials and training to help parents to work with their children to improve their children's achievement, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement; (ESSA Section 1116(e)(2))
4. Describe how the LEA will educate teachers, specialized instructional support personnel, principals, other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school; (ESSA Section 1116(e)(3))
5. Describe how the LEA will to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children; (ESSA Section 1116(e)(4))
6. Describe how the LEA will ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand (ESSA Section 1116(e)(5))
7. Describe how the LEA will provide such other reasonable support for parental involvement activities as parents may request (ESSA Section 1116(e)(14).
8. Describe how the LEA will provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language, such parents understand (ESSA Section 1116(f)).

Also, include how the LEA will align parent involvement required in Section 1116 with the LCAP educational partner engagement process.

THIS ESSA PROVISION IS ADDRESSED BELOW:

For any Mountain View Whisman School District schools that are identified for Targeted Support and Improvement (TSI) or Comprehensive Support and Improvement (CSI), the district partners with parents, families, and the county office of education to develop a plan to improve student outcomes. The district utilizes communication strategies such as frequent Principal's Coffees and Superintendent Check-Ins. The district also conducts attendance data tracking and pupil re-engagement strategies involving detailed data management and response protocols as well as regular district-site check ins and collaboration meetings regarding student engagement. To assist families with understanding both the reasons their school is in TSI or CSI and the plan for improvement, district- and site-developed parent learning sessions on these topics are developed to address the specific needs of that community.

Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Mountain View Whisman School District conducts a school wide program at Mariano Castro Elementary School. The site supplements district provided resources and operates School-wide programs and supports with federal monies to offer the following: additional staffing based on need, including an additional 0.5 FTE At-Risk Intervention Supervisor, a 1.0 FTE Newcomer teacher, and additional hours for the office clerk. Further detail of the materials, supports and services at our school wide programs may be found in the site's School Plan for Student Achievement.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Homeless Children and Youth Services

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

THIS ESSA PROVISION IS ADDRESSED BELOW:

Mountain View Whisman School District provides homeless children and youth support with enrollment, attendance, and overall success as coordinated and monitored by one full time and one part-time district McKinney-Vento Liaison who are both also School and Community Engagement Facilitators. The liaisons assist with the initial identification of homeless children and youth and support any needs that may hamper a child's potential for success. In addition, they collaborate with the school site School and Community Engagement Facilitators to coordinate additional support from local and government agencies and align ESSA provisions as needed. They also track and report McKinney-Vento daily attendance and support site staff when serious behavior incidents occur. Designated funding is used to coordinate transportation, tutoring, medically necessary items etc. to address the barriers to fully access education in Mountain View Whisman School District. Families are notified annually by the liaison of their verified status and points of contact for support. An information session with the district liaisons to determine and address needs is held annually. Homeless children and youth are supported by immediate eligibility for enrollment, scholarship, grant and/or district funding of extracurricular activities and after or before school programming. The McKinney-Vento Liaisons are responsible for training staff annually about their role and the services available to children and families designated as homeless under the provisions of the McKinney-Vento Homeless Assistance Act.

Student Transitions

ESSA SECTIONS 1112(b)(8), 1112(b)(10), and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

To support early learning transitions from Pre-K or Transitional Kindergarten to Kindergarten the district provides opportunities for virtual and in-person school and classroom visits. Our preschool program also shares data with elementary sites for incoming students who attended a district Transitional Kindergarten or Preschool program in the previous year. For students with disabilities, a transition meeting is held with the outgoing and the incoming teams at the school site in which they will be attending. The meeting is focused on coordinating supports, academic needs and any other components specific to meeting the needs of both the student and family.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

(A) through coordination with institutions of higher education, employers, and other local partners; and

(B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

THIS ESSA PROVISION IS ADDRESSED BELOW:

As a TK-8 school district, we do not offer career counseling nor do we offer dual enrollment opportunities; however, the District does include a spring "High School Readiness" Parent University parent education session and a vertical articulation meeting between the local high school district and Mountain View Whisman School District staff that is focused on effective transition strategies and student and family needs. In addition, 5th grade transition/orientation trips to middle schools within our district are coordinated and executed annually and we also provide a spring “Middle School Readiness” Parent University event for parents and students.

Additional Information Regarding Use of Funds Under this Part

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

(A) assist schools in identifying and serving gifted and talented students; and
(B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Mountain View Whisman School District uses a Multi-Tiered System of Supports (MTSS) framework at every school site to address the needs of every child. Within MTSS, our Response to Instruction (RTI) framework is a key part of how we assist schools to identify and serve students on all levels of academic performance. RTI staffing is allocated and provided for per a district allocation formula.

We assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement through recent upgrades and improvements to all school libraries. We have updated digital catalog systems and employ library technicians at all sites. The library technicians work as partners with the teaching staff at each site to find resources and support projects and curriculum.

Our library staff engage students by helping them learn the best ways to access and use quality information and resources, enhance their study and research skills, and explain how to use the latest technologies to extend their learning. Library staff also partner with site leaders in creating a climate that promotes and supports reading for pleasure and for learning across the school. Libraries are an integral part of each school’s community.

TITLE I, PART D

Description of Program
ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

THIS ESSA PROVISION IS ADDRESSED BELOW:

NA

Formal Agreements
ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the
(A) LEA; and
(B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

NA

Comparable Education Program
ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

THIS ESSA PROVISION IS ADDRESSED BELOW:

NA

Successful Transitions
ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

NA

Educational Needs
ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children

and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

NA

Social, Health, and Other Services
ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

THIS ESSA PROVISION IS ADDRESSED BELOW:

NA

Postsecondary and Workforce Partnerships
ESSA SECTION 1423(7)

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

THIS ESSA PROVISION IS ADDRESSED BELOW:

NA

Parent and Family Involvement
ESSA SECTION 1423(8)

As appropriate, provide a description of how the program will involve parents and family members in efforts to improve the educational achievement of their children, assist in dropout prevention activities, and prevent the involvement of their children in delinquent activities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

NA

Program Coordination
ESSA SECTION 1423(9–10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

THIS ESSA PROVISION IS ADDRESSED BELOW:

NA

Probation Officer Coordination
ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

NA

Individualized Education Program Awareness
ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

NA

Alternative Placements
ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

NA

TITLE II, PART A

Professional Growth and Improvement

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Address these questions:

1. Please provide a description of the LEA's systems of professional growth and improvement for teachers, principals, and other school leaders.
2. Please address principals, teachers, and other school leaders separately.
3. Please explain how the systems promote professional growth and ensure improvement, including how the LEA measures growth and improvement
4. Please describe how the systems support principals, teachers, and other school leaders from the beginning of their careers, throughout their careers, and through advancement opportunities
5. Please describe how the LEA evaluates its systems of professional growth and improvement and makes adjustments to ensure continuous improvement within these systems.

Mountain View Whisman School District's system of professional growth and improvement for building the capacity of teachers, staff, and principals and other leaders is designed to address all stakeholder groups from induction to advancement with embedded evaluation and continuous improvement efforts. The system of professional development/growth and improvement for teachers is initiated through the induction process and on-boarding support provided during new hire orientations each fall with designated and coordinated 1:1 support of teachers by instructional coaches.

In addition, at all points in their careers, teachers annually set and define individual teaching/professional goals that are reviewed and supported through the school year by site principals and instructional coaches. Ongoing professional development is provided to all teachers at all levels at weekly professional development meetings planned and executed by principals. Furthermore, after school professional learning offerings are provided for teachers in areas identified by various administrator and teacher committees, teacher surveys, and student data. Annual professional development days are coordinated and executed by the Education Services Department, including full-day training with opportunities for cross-curricular, grade-level, and department training, articulation, and planning.

To support advancement of teachers, instructional coach pathways are provided and annual opportunities are advertised and made available to all teachers interested in taking a next step in their careers towards coaching and/or administration.

In addition, staff such as School and Community Facilitators and At-Risk Intervention Supervisors also receive regular professional development to improve their technical and soft skills. MVWSD is committed to increasing the capacity of these staff as they interface directly with our students and families, often those who are traditionally underserved. In addition to setting and checking in on professional goals throughout the year, monthly group meetings of these teams include opportunities to develop technology, communication, and leadership skills, all of which are critical to their success and by extension the success of their schools.

Annual reviews of various teacher development efforts are conducted through surveys such as the Silicon Valley New Teacher Project participant survey and the annual Climate Survey (which includes areas pertaining to professional development). Our current Strategic Plan and LCAP also has actions to assess teacher development efforts: a professional development committee for classified and certificated staff will review development opportunities and obtain feedback, leading to the development of improved, high quality professional development programs including, but not limited to, differentiation, collaboration, and data-driven practices. Additionally, information on the quality/effectiveness of professional development is also collected through feedback opportunities with administrators and instructional coaches at sites. Adjustments in support and offerings are made annually based on a review of feedback and data.

The systems of professional development/growth and improvement for principals include targeted small group professional learning communities focused on academics and school climate. Bi-montly trainings for principals is

conducted through half-day leadership team meetings coordinated by all district departments. These leadership team meetings cover a variety of key topics and include a variety of presenters.

Prioritizing Funding

ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

Address these questions:

1. Please describe the LEA's process for determining Title II, Part A funding among the schools it serves.
2. Please describe how the LEA determines funding that prioritizes CSI and TSI schools and schools serving the highest percentage of children counted under Section 1124(c).
3. Please describe how CSI and TSI schools and schools that have the highest percentage of children counted under Section 1124(c) that the LEA serves receive priority in Title II, Part A funding decisions compared to other schools the LEA serves.

THIS ESSA PROVISION IS ADDRESSED BELOW:

For Mountain View Whisman School District schools that are identified for TSI or CSI, funds are allocated and prioritized by district office staff and managed by the Education Services Department. This funding will be a part of the current Targeted Student Success Program (TSSP) allocated to sites based on per pupil counts. Funds would be increased in this program for sites identified and in need of additional support as indicated by TSI and CSI designations. CSI and TSI schools receive more funding than other sites. The calculation to designate the funds would be based on the percentage of unduplicated pupil counts and/or percentages of students not meeting academic standards.

In addition, Mountain View Whisman School District coordinates with the office of differentiated assistance for Santa Clara County to seek further advice and support in supporting its CSI and TSI schools as applicable.

Data and Ongoing Consultation to Support Continuous Improvement

ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Address these questions:

1. Please explain how the LEA coordinates its Title II, Part A activities with other related strategies, programs, and activities.
2. Please describe how the LEA uses data to continually update and improve activities supported under Title II, Part A.
3. Please describe how the LEA uses ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under Title II, Part A.
4. Please describe the sources of data the LEA monitors to evaluate Title II, Part A activities and how often it analyzes this data.
5. Please describe the ways in which the LEA meaningfully consults with the following educational partners to update and improve Title II, Part A-funded activities:
    a. Teachers
    b. Principals and other school leaders
    c. Paraprofessionals (including organizations representing such individuals)
    d. Specialized instructional support personnel
    e. Charter school leaders (in a local educational agency that has charter schools)
    f. Parents

g. Community partners
h. Organizations or partners with relevant and demonstrated expertise in programs and activities

6. Please explain how often the LEA meaningfully consults with these educational partners.

Mountain View Whisman School District consults with teachers, principals, community partners and organizational partners with expertise and other school leaders annually through LCAP/Climate surveys, organization/committee meetings, and through online surveys and/or district website feedback links. Additionally, our partners are consulted throughout the year through the leadership team structure and a solicitation of principal feedback and desired professional development topics is conducted to plan for continuous improvement and development of annual professional learning plans.

The District uses a combination of data to inform improvements to activities and supports under the Title II program. Each year, in addition to a review of student achievement data from state and local assessments, the district reviews results of LCAP/Climate surveys (all community partners are included in this survey) and a teacher participant survey administered by the Santa Cruz/Silicon Valley New Teacher Project. In addition to the use of data from these sources, annual retention and teacher effectiveness data is reviewed and used to make decisions about teacher/leader support programs. Each site level and district level parent/community committee is consulted and included in the development of plans for use of funding under Part A Title II. English language advisory and school site councils are a part of the constituent groups consulted (includes parents, community members, and staff).

Mountain View Whisman School District does not have Charter Schools within its school boundaries and therefore does not consult with charter schools.

The Title II Part A activities are coordinated in alignment with the district's strategic plan and support all areas of our LCAP through the development and support of staff to achieve our goals for students and families. This alignment is largely achieved through a coordinated effort with Title IV programming and funds to ensure that teachers/leaders are receiving professional learning to enhance and/or develop strategies to engage families and students, and to support student learning in classrooms.

TITLE III, PART A

Title III Professional Development
ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

Complete responses will:

Address professional development activities specific to English learners/Title III purposes that are:

1. designed to improve the instruction and assessment of English learners;
2. designed to enhance the ability of such teachers, principals, and other school leaders to understand and implement curricula, assessment practices and measures, and instructional strategies for English learners;
3. effective in increasing children's English language proficiency or substantially increasing the subject matter knowledge, teaching knowledge, and teaching skills of such teachers;
4. of sufficient intensity and duration (which shall not include activities such as one-day or short-term workshops and conferences) to have a positive and lasting impact on the teachers' performance in the classroom; and
5. supplemental to all other funding sources for which the LEA is eligible.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Mountain View Whisman School district provides effective, targeted and differentiated professional development in Multilingual Learner instructional strategies, responsive practices, and use of technology for classroom teachers, principals, other school leaders, administrators and other school community-based personnel in a variety of ways. School classified staff (secretaries, At-Risk intervention supervisors, School and Community Engagement Facilitators) will be trained at scheduled meetings throughout the year, in addition to participating in various other training meetings offered in partnership with local agencies. In addition, classified staff are supported and encouraged to participate in local and national training conferences and opportunities pertaining to Multilingual Learners, immigrant families and cultural responsiveness.

Teachers, site leaders, and administration are trained during full-day annual staff development days in August, October,January and March, focused on priorities from the LCAP and district Strategic Plan. Follow up deeper training for classroom teachers is provided by instructional coaches through “in situation” and 1:1 formats throughout the year. Administrators and other leaders receive training during bi-weekly and monthly designated meeting times in addition to being offered and supported in participating in local, regional and national conferences about bilingual education, Multilingual Learners, and dual immersion programming.

Moreover, an afternoon/evening training schedule is created yearly. Staff development topics will include English Learning Development lesson planning and delivery, newcomer strategies, long term English Learner support, online program use to improve student outcomes and culturally responsive pedagogy.

Enhanced Instructional Opportunities
ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

Complete responses will:

1. Describe the activities implemented, supplemental to all other funding sources for which the LEA is eligible, that provide enhanced instructional opportunities for immigrant children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Immigrant children and youth will be provided with enhanced instructional opportunities through specialized newcomer classes at the elementary schools and a “Transitional Language Arts” class at the elementary schools. In addition,

immigrant newcomers are supported by the subscription and assignment of online English learning software, coordinated and targeted academic support planning through the district's Newcomer profile/success plan, and specialized and targeted instruction during the school day by English proficiency level. All the aforementioned supports will be initiated and monitored by the assigned site staff. When appropriate and necessary, due to interrupted formalized instruction, individualized tutoring will be made available to address learning gaps and provide access to grade level content standards.

Title III Programs and Activities

ESSA SECTIONS 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

Complete responses will:

1. Address the effective language instruction programs specific to English learners.
2. Address Title III activities that:
    - are focused on English learners and consistent with the purposes of Title III;
    - enhance the core program; and
    - are supplemental to all other funding sources for which the LEA is eligible.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Mountain View Whisman School District will continue to implement the district wide instructional framework for Multilingual Learner achievement, Sheltered Instruction Observation Protocol (SIOP) at all levels and at all school sites. In addition to SIOP, the district will implement the English Language Development portions of the adopted ELA-ELD curriculum. Additional related curricular resources such as Read 180 and English 3-D are used primarily at middle school level and depending on context, at the upper elementary level as well.

Multilingual Learner newcomer students will be provided with a Lexia license to bolster acquisition of the English language through online individualized learning. For all Multilingual Learner students and their classroom teachers, Learning A-Z online curriculum and reading program licenses with academic language and ELD Multilingual Learner specific components will be provided and used as supplementary to the core curriculum.

English Proficiency and Academic Achievement

ESSA SECTIONS 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

(A) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
(B) meeting the challenging State academic standards.

Complete responses will:

1. Address how sites will be held accountable for meeting English acquisition progress and achievement goals for English learners.
2. Address site activities that are supplemental to all other funding sources for which the LEA is eligible.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Mountain View Whisman School District will ensure that elementary and middle schools will support Multilingual Learners in meeting state academic standards and in achieving English language proficiency by using adopted and approved English language development curriculum, providing designated ELD at every site to deliver targeted intensive instruction at each student's English language proficiency level, and conducting regular and structured progress

monitoring. Designated ELD is provided in a variety of push-in, pull-out and grade level rotation models subject to sites' needs and numbers of enrolled Multilingual Learners by grade. Multilingual Learner progress monitoring will be conducted no less than three times per year using the district's data protocol supported by student success plans when needed. Integrated ELD is accomplished district wide through Sheltered Instruction Observation Protocol strategies that will be used in every classroom in content area instruction to assist with providing students access to grade level content and academic standards. Reclassified Fluent English Proficient (RFEP) monitoring will be conducted manually and through the online platform, ELLevation, at the required 1 year, 2 years, 3 years and 4th year milestones after reclassification. Plans for remediation support if needed will be created should a student be determined not progressing or maintaining academic growth over time.

TITLE IV, PART A

Title IV, Part A Activities and Programs

ESSA SECTION 4106(e)(1)

Each LEA, or consortium of LEAs, shall conduct the Title IV needs assessment once every 3 years. (see below)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

(A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
(B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
(C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
(D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
(E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

NOTE: If the LEA received more than $30,000 in Title IV, Part A funding and did not transfer the allocation, the LEA must:

1. use not less than 20 percent of Title IV, Part A funds to support one or more safe and healthy student activities;
2. use not less than 20 percent of Title IV, Part A funds to support one or more well-rounded education activities;
3. use a portion of Title IV, Part A funds to support one or more effective use of technology activities; and
   a) 15 percent max cap on effective use of technology for purchasing technology infrastructure.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Mountain View Whisman School District conducts an annual needs assessment as a part of the LCAP development process that includes a full review of student achievement data, culture and climate data, technology integration, and attendance/discipline data. This needs assessment process includes opportunities for all community partners to provide input and analyze data. Once data is collected, the data is reviewed and analyzed by teams from the following divisions/departments: Multilingual Learner, Assessment, Curriculum and Instruction, Business Services, Human Resources, Technology, Special Education and Maintenance and Operations. Data is shared with external stakeholder groups such as classified and certificated staff, school site groups (ELAC, School Site Council and PTA), and district wide committees (DELAC, District Advisory Committee, and the Board of Education). Input is solicited regarding identification of challenges to address, and a plan is developed to implement strategies for future improvement. Surveys and group meetings/presentations are the main vehicles for collecting stakeholder input for plan development.

MVWSD will utilize Title IV funds for Techsmart, a set of computer science educational course materials that are used at our middle schools for the Coding Elective courses. The platform is designed to enable strong teacher-led instruction to create a dynamic, interactive, and engaged learning environment. For the 2024-25 school year, MVWSD will license with Techsmart for their Python based coding courses, from the basics to advanced theory and techniques with an emphasis on logical thinking and problem-solving, critical thinking, and real-world coding application. Students who complete key Techsmart courses will be eligible to take the PCEP Industry Certification exam. The PCEP certification is a starting point to launch a career in software development. Students who complete Techsmart courses also have the potential to move directly into advanced computer science courses at the high school level.

To support our computer science students, staff will attend Techsmart's Teacher Coding Bootcamp professional development. Regular check-in and teacher support meetings will also be held with Techsmart consultants throughout the year.

Title IV, Part A Needs Assessment

According to the Every Student Succeeds Act (ESSA), all local educational agencies (LEAs) receiving at least $30,000 must conduct a needs assessment specific to Title IV, Part A (ESSA Section 4106[f]). Each LEA, or consortium of LEAs, shall conduct the needs assessment once every three year (ESSA Section 4106[d][3]).

Well-rounded Education Opportunities (ESSA Section 4107)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

What activities will be included within the support for a well-rounded education?

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

Safe and Healthy Students (ESSA Section 4108)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

What activities will be included within the support for safety and health of students?

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

Effective Use of Technology (ESSA Section 4109)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

What activities will be included within the support of effective use of technology? Note: No more than 15 percent on technology infrastructure (ESSA Section 4109[b])

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

- Note: All planned activities must meet the authorized use of funds criteria located on the Title IV, Part A Authorized Use of Funds web page at https://www.cde.ca.gov/sp/st/tivpaauthuseoffunds.asp.

Date of LEA's last conducted needs assessment:

Title IV, Part A Program
Rural Education and Student Support Office
California Department of Education
Email: TitleIV@cde.ca.gov Web site: https://www.cde.ca.gov/sp/st/

California Department of Education
February 2022

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Discussion) California Dashboard Local Indicators

Estimated Time:

Person Responsible:
Cathy Baur
Associate Superintendent
Educational Services

Background:
Staff is presenting the District's local indicator data which will be included on the California Dashboard for discussion.

The California Dashboard is used by parents/guardians, educators and other stakeholders to see how local educational agencies and schools are performing under California's school accountability system. The Dashboard displays overall performance and student group performance on multiple measures called state and local indicators.

State indicators are populated by the California Department of Education onto the Dashboard and Districts use the State Board of Education approved self-reflection tools to measure progress on data collected at the local level.

The local indicators are:

- State Priority 1 - Basic Services and Conditions of Learning
- State Priority 2 - Implementation of State Academic Standards
- State Priority 3 - Parent Engagement.
- State Priority 6 - School Climate
- State Priority 7 - Broad Course of Study

All local indicators must be updated annually and reported to the local Governing Board in conjunction with the approval of the Local Control Accountability Plan.

Fiscal Implication:
None

Recommended Action:

None

ATTACHMENTS:

Description	Type	Upload Date
Local Indicators Narrative Responses	Backup Material	5/21/2025
Local Indicators for the California Dashboard Presentation	Backup Material	5/21/2025

2024-2025 Narrative Responses for California Dashboard Local Indicators
Prepared for the meeting of the Board of Trustees
May 29, 2025

Optional Narrative

Mountain View Whisman School District (MVWSD) is located in the heart of Silicon Valley. This award-winning district serves a diverse student population in preschool through eighth grade. MVWSD has received national awards for its academics and innovative practices, including 1:1 device to student ratio and internet for all at home and school. MVWSD represents a wide range of ethnicities, cultures, economic status and languages with nearly 50 represented.

Priority 1 - Basic Services

During the 2024-25 school year, the Mountain View Whisman School District had 278 Full Time Equivalent Teachers (FTE) and 269 had Clear Teaching Credentials. Zero teachers were considered Out of Field/Ineffective. The District had 0 intern teachers and 9 teachers with incomplete credentials. Eight of the teachers had Emergency Crosscultural, Language, and Academic Development Certificates (CLAD) and needed EL Authorization and one had a Short Term Staff Permit. Eight of the nine had authorizing permits at the beginning of their assignment.

The District held a public hearing during the regularly scheduled meeting of the Board of Trustees on September 5, 2024. The Board of Trustees certified that all students had access to standards-aligned instructional materials.

Mountain View Whisman School District conducted an inspection of District facilities using the Facilities Inspection Tool in the summer 2024. The results indicated that 18,192 facilities were in good repair, 89 were deficient, and 0 were in extreme deficient repair. The majority of the items found to be in deficient repair included blocked electrical panels in closets, carpet stains, damaged floors, and ceiling tiles. To remedy these, the District created and completed work orders for the deficient items.

Priority 2 - Implementation of Academic Standards

Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Professional development on the Common Core Standards in English Language Arts and mathematics began in 2013-14. The District adopted math (Eureka Math) in 2014-15 and ELA - (StudySync) in 2015-16. Professional Development on the materials/standards was provided. In 2014-15, the District implemented an instructional coaching model. The District has instructional coaches at each elementary school and two middle schools share a 1.0 Social Studies, 1.0 ELA, and

1.0 science coach and 1.0 math coach. All teachers have weekly collaboration time. In fall 2019, the District implemented a revised RTI/STEAM plan. All Elementary sites have dedicated STEAM teachers. Each elementary school's STEAM teacher focuses on hands-on K-5 science during RTI time, while the classroom teacher provides small-group support and enrichment. The District adopted new middle school History Social Science materials in May 2019, and in May 2020 adopted new elementary History Social Science materials as well as new Science materials for grades TK-8. Professional development was provided. In 2021-22 the District focused on providing professional development on differentiation and equity practices. In 2022-23 the District implemented the initial phases of its MTSS plan. In 2023-24, the District adopted new ELA/early literacy curricula for elementary grades, Amplify Core Knowledge Language Arts and will pursue a new math adoption in 2025-26.

Priority 3 - Parent Engagement

Building Relationships

Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Relationships Between School Staff and Families.

MVWSD is in the full Implementation phase in all four areas of building relationships. Results from the District's LCAP/Climate survey indicate that 86% (-1 Percentage Point (PP) from 2024) of parent respondents agreed or strongly agreed that the District is successful in creating welcoming environments for all families in the community and 88% (-2PP from 2024) agreed or strongly agreed that the District is successful in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families. Additionally, 80% (+0 PP from 2024) of parents agreed or strongly agreed that the District is supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.

Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Relationships Between School Staff and Families.

While MVWSD is in the full implementation phase of building relationships, parent perception of the District's capacity of staff (admin, teachers, classified) to build trusting relationships with families decreased by 5 percentage points from 2024.

Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Relationships Between School Staff and Families.

MVWSD is committed to improving communication with families and ensuring that they get needed information in easily accessible ways. This is a focus in the

District's Strategic Plan 2027 in Goal Area 3 and in the District's Local Control Accountability Plan Goal 3 - Inclusive and Welcoming Culture. Effective communication builds understanding and trust and will allow the District to work together with parents to support student's wellbeing and development. The district is working to streamline and differentiate communication streams so parents get information that more closely matches their family attributes and communication preferences and tone.

MVWSD also employs School and Community Engagement Facilitators at all school sites. The facilitator acts as a liaison between students, staff, and parents to remove barriers to improve student learning and achievement. Their responsibilities include serving as a resource for connecting students and parents to district and community agencies, resources, parent education, and other events and activities that are linked to strong, positive student outcomes. Additional staffing was added to our elementary schools (Castro and Mistral) with high percentages of underrepresented families to provide more support in 2024-25.

Building Partnerships for Student Outcomes
Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Partnerships for Student Outcomes.
MVWSD is in the full implementation phase in one area of Building Partnerships for student outcomes and three areas are in the initial phase. Results from the District's LCAP/Climate survey indicate that 72% (-1 PP from 2024) of parents agreed or strongly agreed that the District is providing families with information and resources to support student learning and development in the home and 71% (-1 PP from 2024) of parents agreed or strongly agreed that the District is providing professional learning and support to teachers and principals to improve a school's capacity to partner with families. Additionally, 75% (-3 PP from 2024) agreed or strongly agreed that the District is implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.

While teachers are always available to meet with parents, the District does provide dedicated time, through minimum days in October for all parents to meet with teachers to review student progress. The District also continues to use an online assessment and instruction platform - i-Ready. All students in the District take i-Ready diagnostic assessments in English Language Arts and mathematics three times per year. Results are sent home to parents so they can see students' progress and growth toward meeting grade level standards.

The District also offers Parent University which is a series of learning sessions and conversations that are designed to help parents support children's learning. In 2024-25 there six District wide sessions in English and Spanish which included the following:

District Orientation
Science of Reading Part 1 and Part 2
Parenting in the Digital Age
Accessing and Understanding Assessment Scores
Preparing for Middle School
Preparing for High School

Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Partnerships for Student Outcomes.
MVWSD is in the initial implementation phase in one area of Building Partnerships for student outcomes. Sixty-two percent (+1 PP from 2024) of families agreed or strongly agreed that the District is supporting families to understand and exercise their legal rights and advocate for their own students and all students.

Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Partnerships for Student Outcomes.
Again, the District has a focus on cultivating and maintaining an inclusive and welcoming culture that acknowledges, embraces, and empowers all stakeholders in its Strategic Plan (Goal 3). MVWSD is working directly and collaboratively with parents to build mutual capacity for supporting student learning through Parent University. Additionally, each school does at least 2 school-based Parent University sessions each year.

Seeking input for Decision Making
Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Seeking Input for Decision-Making.
MVWSD is at the full implementation phase for three areas regarding input for decision making. In spring 2024, 75% of parents (+1 Percentage Point (PP) from 2024) agreed or strongly agreed that the District is providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels. . Additionally, 69% (+0 PP from 2024) of parents agreed or strongly agreed that the district is building capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making, and 68% (+2 PP from 2024) of parents agreed or strongly agreed that the District is building the capacity of and supporting family members to effectively engage in advisory groups and decision making.

Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Seeking Input for Decision-Making.

MVWSD is at the initial implementation phase in 1 area regarding input for decision making. Results from the District's LCAP/Climate survey indicate that 70% (+2 PP from 2024) of parents agreed or strongly agreed that the District is providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from underrepresented groups in the school community.

Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Seeking Input for Decision-Making.

All school sites have School Site Councils and English Learner Advisory Committees, which play critical roles in developing school site plans. MVWSD has a District Advisory Committee and a District English Learner Advisory Committee. In spring 2024 the District added student advisory committees at each middle school. All committees are involved in the development of the Local Control Accountability Plan (LCAP). Additionally, when the District is seeking input on issues, these groups are consulted and their input collected and used in the decision making processes.

In order to provide families with opportunities to share input on policies and programs, MVWSD uses survey tools. The Climate/LCAP survey is given each year in February and results are used to develop the LCAP and school site plans.

The District updated its Parent University series structure in 2022-23. Reflecting the needs of traditionally underrepresented groups, more school-site specific sessions were offered as well as a Spanish-language seminar series. The District continues to refine this approach. Site specific offerings in 2024-25 included but were not limited to:

-Supporting Early Literacy
-Math Festival (math night)
-Mindfulness and Calming
-Neurodiversity
-Positive Parenting
-Managing Your Child's Emotions
-Summer engagement at home
-Navigating PowerSchool
-Vaping Prevention
-Developing Family Engagement and Partnerships
-Academics - School accountability and standards
-Latino Literacy Family Project

Priority 6 - Climate Survey

Summary of Climate Survey Results

In spring 2025, MVWSD administered a Local Control Accountability (LCAP)/Climate Survey to all students in grades 4-8. The survey provided measures of perceptions

of school safety and connectedness. 1,522 students responded to the spring 2025 survey which is a decrease from 2,015 in 2024. The District continued with the changes made in 2024 to the survey logistics in hopes of increasing participation both overall and by families from the variety of groups within our community.

In 2025, students received a unique link for the survey - one link per student. Students took the survey during the school day. This allowed the District to support sites with knowing which students still needed to complete the survey although sites that took the survey on the last day before February break were not able to do make-ups. Responses were confidential. This also eliminated more demographic questions that were able to pre-populate with District data instead of asking students to self report.

MVWSD has been partnering with Hanover Research to conduct the survey each year since 2016. With only minor changes to the survey each year Hanover performs cross-tabulations of survey results across years (2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, and 2025) and highlights statistically significant and meaningful differences across years.

The LCAP survey shows 85% of students overall (+2 PP from 2024), 84% of English Language Learners (+11 from 2024), and 80% of Socio-Economically Disadvantaged students (+4 for 2024) agreed or strongly agreed that students from different cultural backgrounds become friends. Seventy-nine percent (+2 PP from 2025), 83% of English Language Learners (+8 from 2024), and 78% of Socio-Economically Disadvantaged students (+4 from 2024) agree or strongly agree that adults at school care about their success. Eighty percent overall, 79% of English Language Learners, and 77% of Socio-Economically Disadvantaged students indicated that they have at least one trusted adult at their site and and 57% overall (+5 from 2024), 58% of English Language Learners (+4 from 2024), and 58% of Socio-Economically Disadvantaged students (+3 from 2024) get along with each other and respect their differences. Ninety-two percent of students overall (+0 PP from 2025, 92% of English Language Learners (+7 PP from 2025), and 89% of Socio-Economically Disadvantaged students (-1 PP from 2024) state that they have friends at school.

2024 survey results also indicated that 69% (+5 from 2024) of students overall, 68% of English Language Learners (+2), and 65% of Socio-Economically Disadvantaged students (+2) agreed or strongly agreed that they feel safe at school, 60% overall (+4 from 2024), 61% of English Language Learners (-3 from 2024), and 63% of Socio-Economically Disadvantaged students (+6 from 2024) agreed or strongly agreed that students are treated fairly. Seventy-one percent overall (+5 PP from 2024), 71% of English Language Learners (+5 PP), and 69% of Socio-Economically Disadvantaged students (+0 PP) agreed or strongly agreed that there are clear and fair consequences for breaking rules at school.

When disaggregating results by grade level students in grade seven generally have lower perceptions than students in grades 4, 5, 6 and 8. For example, only 49% of 7th grade students agreed or strongly agreed that students are treated fairly while 69% of 4th graders and 56% of eighth graders agreed or strongly agreed.

2025 survey results indicate that students continue to have concerns around safety, behavior and the school environment in general. School cleanliness continues to be one of the lowest rated areas on the survey by students. Only 35% of students overall (+2 from 2024), 36% of English Language Learners and 42% of Socio-Economically Disadvantaged students agree or strongly agree that their school is clean. Several items in the District's LCAP are already designed to support school environments including having counselors at the middle schools, At Risk Supervisors and School and Community Engagement Facilitators. Additionally, to improve and maintain the cleanliness, safety, and functionality of all school sites by implementing bi-monthly inspections using methods aligned with the State of California Facility Inspection Tool (FIT). Inspections will be conducted at each school, reviewing all playgrounds and restrooms, along with a rotating sample of classrooms to ensure every room is inspected at least twice per year. These inspections will help proactively identify areas needing attention (Goal 6, Action 1).

MVWSD LCAP Goal 2 is to develop and implement programs and processes to support students' social-emotional health and behavior. Action 1 in this goal is to continue to have At-Risk Supervisors for all District schools. At-Risk Supervisors work directly with students and parents to provide support and interventions as needed. In 2025-26 an additional At Risk Supervisor will continue at Graham Middle School. Action 9 is to implement a new social emotional learning curriculum. The District has School and Community Engagement Facilitators (SCEF - LCAP goal 3, action 1) to act as a liaison between students, staff, and parents to remove barriers to improve student learning and achievement. They play an important role in supporting student and family connectedness to our schools. The District will continue to have counselors for all school sites (Action 10). The counselors will continue to play a critical role in addressing the varied needs of students at school sites and delivering Social Emotional Learning Lessons. Additionally, the District will add a Mental Health Specialist, contract for a Mental Health Specialist services and look to partner with universities to have counseling and mental health interns in order to expand access to supports for students.

Priority 7 - Broad Course of Study

The locally selected measures or tools used to track the extent to which all students have access to, and are enrolled in, a broad course of study, based

on grade spans, unduplicated student groups, and individuals with exceptional needs served.

The District uses the following tools to track the extent to which all students have access to, and are enrolled in, a broad course of study.

Elementary School: Daily class schedules teacher-created and in Powerschool that show student enrollment in core subjects, English Language Development, and special education. The District also reviews art and music schedules and agreements with the Community School of Music and Art, physical education schedules and agreements with Rhythm and Moves, Response to Instruction for intervention or enrichment schedules and staffing, and Puberty Talk program schedules and agreements.

Middle School: Daily class schedules in Powerschool which show student enrollment in core subjects, English Language Development, Special Education, electives, physical education and Response to Instruction, the middle school elective catalogs, and the Teen Talk program schedules and agreements. In the 2023-24 school year all students were offered a broad course of study.

A summary of the differences across school sites and student groups having access to, and are enrolled in, a broad course of study, and may include a description of progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study

In the Mountain View Whisman School District, all students have access to, and are enrolled in, a broad course of study.

Elementary Schools: In reviewing school and grade level data for the 2024-25 school year all elementary students had access to a broad course of study as outlined by California Education Code.

Middle Schools: In reviewing student schedules and associated data for the 2024-25 school year, all middle school students had access to a broad course of study as outlined by California Education Code.

Identification of any barriers preventing access to a broad course of study for all students.

Elementary School

- All students attending District elementary schools had access to a broad course of study.

Middle School

- All students attending District middle schools had access to a broad course of study.

Revisions, decisions, or new actions that will be implemented, or has been implemented, to ensure access to a broad course of study for all students.

MVWSD has done the following in order to better provide students access to a broad course of study:

Overall
The District will begin in August 2025 with schedules that offer a broad course of study at elementary and middle schools.

Middle Schools
The middle schools will continue with an eight-period schedule which allows all students to have at least one choice elective and includes:

- Response to Instruction periods
- Co-taught classes
- Math courses that start all students on a pathway to Algebra 1 or Geometry in 8th grade
- Choice electives for all students
- Addition of Python based Coding courses through Techsmart which will allow students who complete the series to be eligible to take the PCEP Industry Certification test and become a Python Certified Entry Level Programmer

Staff will work to add an additional World Languages offering in the 2026-27 school year.

Mountain View
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California Dashboard Local Indicators

May 29, 2025

Mountain View
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School District

California Dashboard State and Local Indicators

Purpose of the Dashboard

- Parents/guardians, educators, other stakeholders and the public can use the Dashboard to see how local educational agencies and schools are performing under California's school accountability system
- Provides a quick overview, with additional detail available, about overall performance and student group performance on multiple measures of student success
- Information provided will assist in identifying strengths, weaknesses and areas in need of improvement for local educational agencies and schools.

State Indicators

- **Academic Indicators (State Priority 4):**
  - English Language Arts/Literacy (ELA) assessment (SBAC scores)
  - Mathematics Assessment (SBAC scores)
- **Suspension Rate Indicator (State Priority 6)**
- **English Learner Indicator (Priority 4)**
  - Progress of English Learners (ELs)
- **Chronic Absenteeism Rate (State Priority 5)**
  - Not reported until fall of 2017
- **Graduation Rate Indicator (State Priority 7 - not reported for elementary districts)**
- **College/Career Indicator (State Priority 8 - not reported for elementary districts)**

Local Indicators

- State data is not available for some priority areas identified in the Local Control Funding Formula law.
- The State Board of Education approved local indicators and a required self-reflection tool, which are based on information that local educational agencies collect locally.
- The local indicators are:
  - **State Priority 1 - Basic Services and Conditions of Learning**
  - **State Priority 2 - Implementation of State Academic Standards**
  - **State Priority 3 - Parent Engagement.**
  - **State Priority 6 - School Climate**
  - **State Priority 7 - Broad Course of Study**

How is Local Performance Measured

All local indicators must be:

- Updated annually based on locally available information and data
  - ✓ Met
  - Not Met
  - Not Met For Two or More Years
- Reported to the local Governing Board in conjunction with the approval of the the Local Control Accountability Plan
- Uploaded to the California Dashboard no later than July 2025

Mountain View
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Local Indicators - District Performance

State Priority 1 - Basic Services

Standard*:* LEA annually measures its progress in meeting the *Williams* settlement requirements at 100 percent at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable.

- **Please assess the local educational agency performance on meeting the standard by designating the following:**
  - ✓ Met
  - Not Met
  - Not Met For Two or More Years

State Priority 1 - Basic Services

Total Teaching Full Time Equivalent Teachers (FTE)	278	MVWSD employed 278 Full time Equivalent Teachers in 2024-25
Number of Teachers with Clear Credentials	269	Teachers hold clear credentials and all authorizations
Out of Field Teachers/Ineffective	0	
Intern Teachers	0	8 of the teachers had Emergency Crosscultural, Language, and Academic Development Certificates (CLAD) and needed EL Authorization and 1 had a Short Term Staff Permit. Eight of the nine had authorizing permits at the beginning of their assignment
Incomplete Credentials	9	

Number/percentage of students without access to their own copies of standards aligned instructional materials for use at school and at home	0	0%

Number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies)

Good Repair	Deficient Repair	Extreme Deficient Repair
18,192	89	0

State Priority 2 - Implementation of State Academic Standards

Standard: LEA annually measures its progress implementing state academic standards.

Local Indicator: Self-reflection tool using the following rating scale (using the District LCAP and LCAP surveys, and other local data measures)

Rating Scale (lowest to highest)

1 – Exploration and Research Phase
2 – Beginning Development
3 – Initial Implementation
4 – Full Implementation
5 – Full Implementation and Sustainability

State Priority 2 - Implementation of State Academic Standards

1. **Rate the local educational agency's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below:**

   - English Language Arts - 4
   - English Language Development - 4
   - Mathematics - 4
   - Next Generation Science Standards - 4
   - History-Social Science - 4

State Priority 2 - Implementation of State Academic Standards

2. **Rate the local educational agency's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught:**

- English Language Arts - 5
- English Language Development - 5
- Mathematics - 5
- Next Generation Science Standards - 5
- History-Social Science - 5

State Priority 2 - Implementation of State Academic Standards

3. **Rate the local educational agency's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below**

- English Language Arts - 4
- English Language Development - 4
- Mathematics - 4
- Next Generation Science Standards - 4
- History-Social Science - 4

State Priority 2 - Implementation of State Academic Standards

4. Rate the local educational agency's progress implementing each of the following academic standards adopted by the State Board of Education for all students.

- Career Technical Education - 4
- Health Education Content Standards - 4
- Physical Education Model Content Standards - 4
- Visual and Performing Arts - 4
- World Language - 4

State Priority 2 - Implementation of State Academic Standards

5. During the 2024-25 school year, rate the local educational agency's success at engaging in the following activities with teachers and school administrators?

- Identifying the professional learning needs of groups of teachers or staff as a whole - 4
- Identifying the professional learning needs of individual teachers - 4
- Providing support for teachers on the standards they have not yet mastered - 4

State Priority 3 - Parent Engagement

Standard: LEA annually measures its progress in:

- seeking input from parents in decision making
- promoting parental participation in programs

Local Indicator measurement:

The LEA measures its progress using the self-reflection tool included in the Dashboard.

The District uses the results from the LCAP/Climate survey as well as data collected over the course of school year to make overall rating determinations

Assess the local educational agency performance on meeting the standard by designating the following:

- ✓ Met
- Not Met
- Not Met For Two or More Years

Building Relationships

Rate the LEA's Progress - Parents	Percent agree/strongly agree spring 2024	Percent agree/strongly agree spring 2025	**Rating/ Stage of Development**
In developing the capacity of staff (admin, teachers, classified) to build trusting relationships with families	79%	74%	4
In creating welcoming environments for all families in the community	87%	86%	4
In supporting staff to learn about each family's strengths, cultures, languages, and goals for their children	80%	80%	4
In developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.	90%	88%	4

Rating Scale:
1 - Exploration and Research Phase
2. Beginning Development
3. Initial Implementation
4: Full Implementation
5. Full Implementation and Sustainability

Partnerships for Student Outcomes

Rate the LEA's Progress - Parents	Percent agree/strongly agree spring 2024	Percent agree/strongly agree spring 2025	**Rating**
In providing professional learning and support to staff to improve a school's capacity to partner with families.	72%	71%	3
In providing families with information and resources to support student learning and development in the home	73%	72%	4
In implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes	78%	75%	3
In supporting families to understand and exercise their legal rights and advocate for their own students and all students.	61%	62%	3

Rating Scale:
1 - Exploration and Research Phase
2. Beginning Development
3. Initial Implementation
4: Full Implementation
5. Full Implementation and Sustainability

Input for Decision Making

Rate the LEA's Progress - Parents	Percent agree/strongly agree spring 2024	Percent agree/strongly agree spring 2025	**Rating**
In building capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making	69%	69%	4
In building the capacity of and supporting family members to effectively engage in advisory groups and decision making	66%	68%	4
In providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from an underrepresented groups in the school community.	68%	70%	3
In providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.	74%	75%	4

Rating Scale:
1 - Exploration and Research Phase
2. Beginning Development
3. Initial Implementation
4: Full Implementation
5. Full Implementation and Sustainability

State Priority 6 - School Climate

Standard: LEA administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, to students in at least one grade within the grade span(s) that the LEA serves (e.g., K-5, 6-8, 9-12),

Local Indicator:

- Student LCAP Survey Results February 2025 (grades 4-8)

Please assess the local educational agency performance on meeting the standard by designating the following:

- ✓ Met
- Not Met
- Not Met For Two or More Years

State Priority 6 - School Climate

Highlights from LCAP Student Survey	% Agree and Strongly Agree 2022-23	% Agree and Strongly Agree 2023-24	% Agree and Strongly Agree 2024-25
Adults at my school care about my success	74%	77%	79%
I trust my teachers	75%	78%	77%
I feel safe at school	61%	64%	69%
There are clear and fair consequences for breaking rules at my school	63%	66%	71%
I am comfortable asking my teacher questions	74%	73%	73%
I have friends at school	93%	92%	92%
My school is clean	31%	33%	35%
Students at my school are treated with respect	54%	54%	58%

State Priority 6 - School Climate

Highlights from LCAP Student Survey	% Agree and Strongly Agree 2022-23	% Agree and Strongly Agree 2023-24	% Agree and Strongly Agree 2024-25
Students from different cultural backgrounds become friends	83%	83%	85%
Students get along with each other and respect their differences	49%	52%	57%
Students respect the teachers and staff	51%	56%	59%
My school encourages a healthy lifestyle	61%	62%	67%
My teachers encourage me on a regular basis	68%	69%	70%
I have at least one trusted adult I can go to at school	n/a	n/a	80%

State Priority 6 - School Climate

Highlights from LCAP Student Survey 2024-25	% Agree and Strongly Agree 4th grade	% Agree and Strongly Agree 5th grade	% Agree and Strongly Agree 6th grade	% Agree and Strongly Agree 7th grade	% Agree and Strongly Agree 8th grade
Students from different cultural backgrounds become friends	88%	88%	85%	82%	82%
Students get along with each other and respect their differences	66%	64%	49%	50%	52%
I feel safe at school	82%	72%	66%	58%	65%
My school is clean	39%	36%	34%	32%	35%
Students are treated fairly	69%	65%	57%	49%	56%
I have at least one trusted adult I can go to at school	86%	84%	75%	70%	81%
Clear and fair consequences for breaking rules	78%	71%	74%	59%	69%

State Priority 6 - School Climate

Highlights from LCAP Student Survey 2024-25	% Agree and Strongly Agree Overall	% Agree and Strongly Agree ELL	% Agree and Strongly Agree SED
Students from different cultural backgrounds become friends	85%	84%	80%
Students get along with each other and respect their differences	57%	58%	58%
I feel safe at school	69%	68%	65%
My school is clean	35%	36%	42%
Students are treated fairly	59%	61%	63%
I have at least one trusted adult I can go to at school	80%	79%	77%
Clear and fair consequences for breaking rules	71%	71%	69%

State Priority 7 - Broad Course of Study

Standard: Local educational agencies (LEAs) annually measure their progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study…including the programs and services developed and provided to unduplicated students and individuals with exceptional needs

Local Indicator: Self Reflection - Narrative Responses

Please assess the local educational agency performance on meeting the standard by designating the following:

- ✓ Met
- Not Met
- Not Met For Two or More Years

State Priority 7 - Broad Course of Study

Broad Course of study for grades 1-6: California Education Code 51210

- English
- Mathematics
- Social Sciences
- Science
- Visual and Performing Arts
- Health
- Physical Education
- Other studies that may be prescribed by the governing board

Broad Course of Study for grades 7-12: California Education Code 51220(a)-(i)

- English
- Social Sciences
- Foreign Language
- Physical Education
- Science
- Mathematics
- Visual and Performing Arts
- Applied Arts
- Career Technical Education

State Priority 7 - Broad Course of Study

Identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study.

Elementary School

- Daily class schedules (Powerschool and teacher created)
  - Core subjects including STEAM
  - English Language Development
  - Special Education
- Art and Music - Community School of Music and Art
- Physical Education - Rhythm and Moves
- Response to Instruction for Intervention or Enrichment
- Puberty Talk Program

MIddle School

- Daily class schedules - Powerschool
  - Core subjects
  - English Language Development
  - Special Education
  - Electives
  - Physical Education
  - Response to Instruction
- Elective catalog
- Teen Talk

State Priority 7 - Broad Course of Study

Summarize the extent to which all students have access to, and are enrolled in, a broad course of study.

Elementary Schools
In reviewing school and grade level data for the 2024-25 school year all elementary students had access to a broad course of study as outlined by Education Code.

Middle Schools
In reviewing student schedules and associated data for the 2024-25 school year all middle school students had access to a broad course of study as outlined by Education Code.

State Priority 7 - Broad Course of Study

Identify the barriers preventing MVWSD from providing access to a broad course of study for all students in 2024-25:

Elementary School

- All students attending District elementary schools had access to a broad course of study.

Middle School

- All students attending District middle schools had access to a broad course of study.

State Priority 7 - Broad Course of Study

Highlights from LCAP Parent Survey	% Agree and Strongly Agree 2022-23	% Agree and Strongly Agree 2023-24	% Agree and Strongly Agree 2024-25
My child's school provides a well rounded curriculum	83%	83%	84%
My child is on track for the next academic year	84%	88%	87%
My child is on track for high school	85%	80%	84%
My child has access to a range of enrichment activities at school	74%	79%	81%
My child has access to a broad range of subjects at school	82%	82%	82%

State Priority 7 - Broad Course of Study

Highlights from LCAP Student Survey	% Agree and Strongly Agree 2022-23	% Agree and Strongly Agree 2023-24	% Agree and Strongly Agree 2024-25
My school provides a well rounded curriculum	70%	74%	75%
My school encourages students to participate in extracurricular activities	67%	67%	71%
My school provides music, art, or other languages	92%	90%	90%
My school provides a good education to students	81%	82%	82%
My school provides enough textbooks and other materials to students	80%	83%	83%

State Priority 7 - Broad Course of Study

Highlights from LCAP Student Survey	% Agree and Strongly Agree 4th Grade	% Agree and Strongly Agree 5th Grade	% Agree and Strongly Agree 6th Grade	% Agree and Strongly Agree 7th Grade	% Agree and Strongly Agree 8th Grade
My school provides a well rounded curriculum	81%	76%	76%	69%	70%
My school encourages students to participate in extracurricular activities	70%	61%	80%	72%	72%
My school provides music, art, or other languages	87%	87%	93%	93%	91%
My school provides a good education to students	86%	83%	82%	76%	81%
My school provides enough textbooks and other materials to students	86%	85%	82%	76%	82%

State Priority 7 - Broad Course of Study

Share the revisions, decisions, or new actions implemented for 2025-26 to ensure access to a broad course of study for all students

Overall

- The District will begin in August 2025 with schedules that offer a broad course of study at elementary and middle schools.

Middle Schools

The middle schools will continue to have an eight-period schedule which allows all students to have at least one choice elective and includes:

- Response to Instruction periods
- Co-taught classes
- Math courses that start all students on a pathway to Algebra 1 or Geometry in 8th grade
- Choice electives for all students: Add additional staff to each middle school to allow for additional elective courses and to lower class size
- Addition of Python based Coding courses through Techsmart which will allow students who complete the series to be eligible to take the PCEP Industry Certification test and become a Python Certified Entry Level Programmer

Staff will work to add an additional World Language offering in 2026-27

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Next Steps

Next Steps

- Bring Local Indicators back to the Board of Trustees for approval with the LCAP on June 12th
- Upload data to Dashboard by July 31, 2025
  - Dashboard will be released in November
  - Present an overview of California Dashboard ratings to the Board of Trustees in December 2025 pending release by the state

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Discussion) Public Hearing - Local Control Accountability Plan (LCAP)

Estimated Time:

Person Responsible:
Cathy Baur
Associate Superintendent
Educational Services

Background:
Staff is presenting the District's 2025-26 Local Control Accountability Plan for public hearing.

School districts in California must develop a three-year plan, the Local Control Accountability Plan (LCAP), to explain their goals and strategies for improving achievement for all students and provide updates on the prior year's plan successes and challenges through the annual update.

Fiscal Implication:
$14,449,841 including funding from state, local and federal sources

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Local Control Accountability Plan Presentation for Public Hearing	Presentation	5/21/2025
Local Control Accountability Plan for Public Hearing	Backup Material	5/23/2025

Mountain View Whisman School District

Local Control Accountability Plan (LCAP)

May 2025

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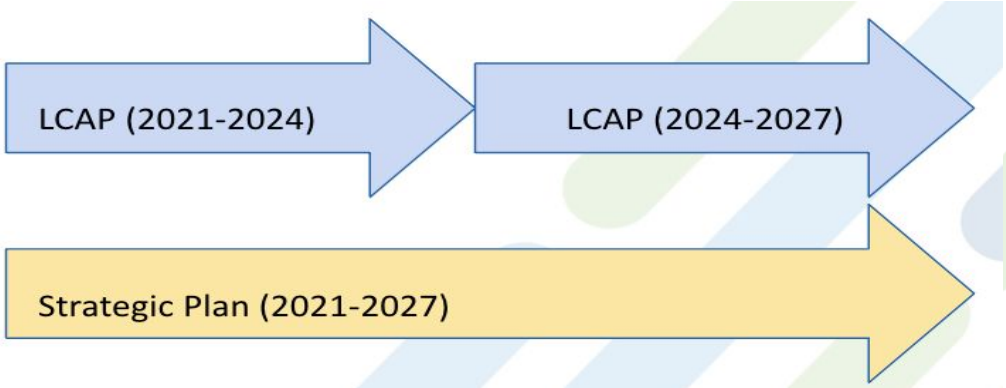
Alignment

- The Strategic Plan (SP) defines and guides work in MVWSD
- The Local Control Accountability Plan (LCAP) aligns to the Strategic Plan and is required by the California Department of Education
- The six-year SP2027, aligns with two cycles of the District's LCAP to ensure that district initiatives and work is focused and targeted



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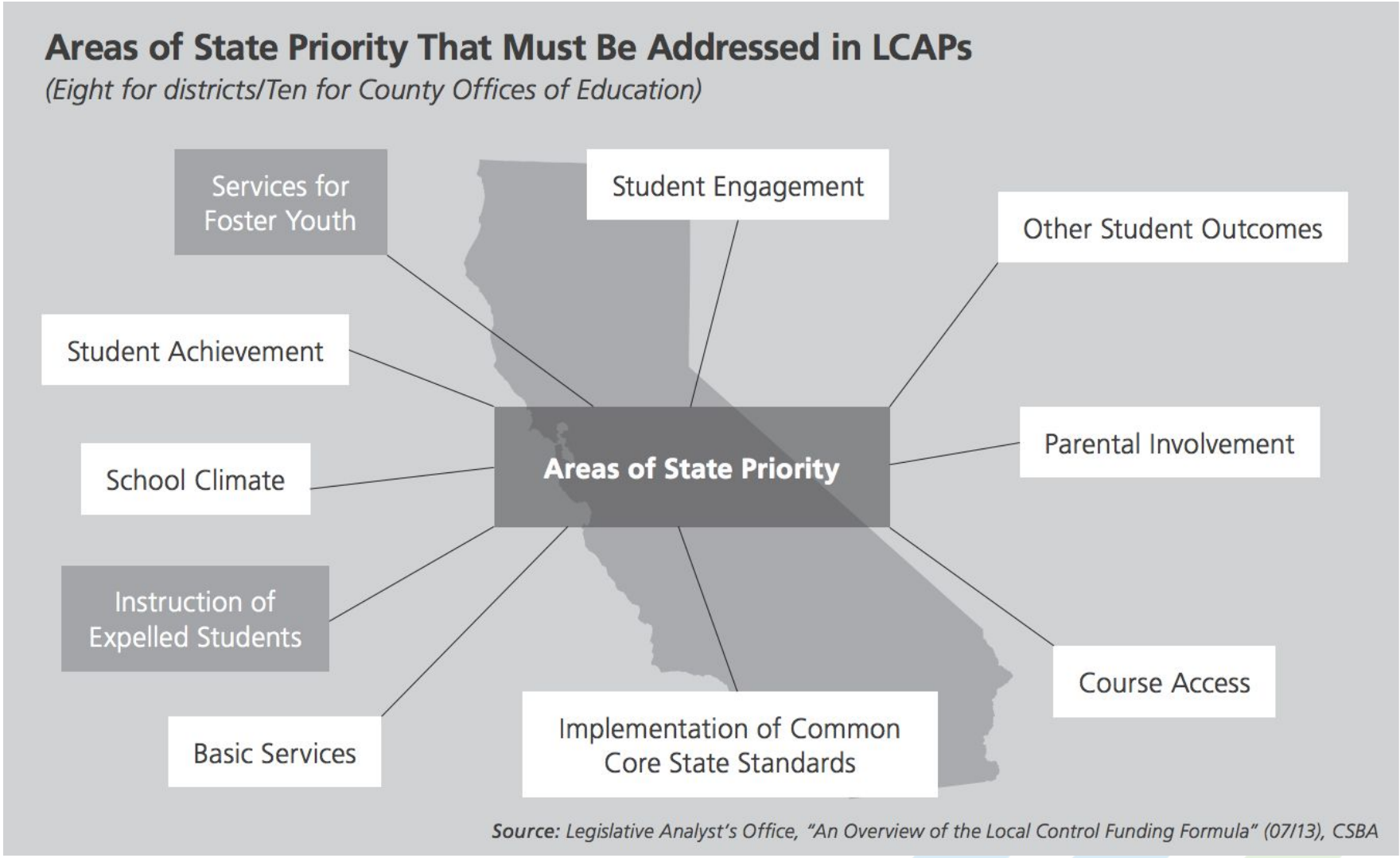
Local Control Accountability Plan

Local Control Accountability Plan - LCAP

- School districts in California must develop three-year plans to explain their goals and strategies for improving achievement for all students and provide updates on the prior year's plan successes and challenges through the annual update.
- The goals must address the eight state priorities and actions must address any areas of improvement identified on the California Dashboard
- The school district must develop a budget that matches spending to the goals outlined in the plan.
- The LCAP also has a Federal Addendum
    - Required by the Every Student Succeeds Act (ESSA) and outlines how Districts are using federal funds
- The LCAP, Addendum, Local Indicators (part of the California Dashboard), and budget must be approved by July 1 each school year by the local school board

California's Eight State Priorities



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Timeline for Development of LCAP 2025-26

LCAP Timeline Spring 2025

January/February	Shared LCAP timeline with stakeholders including, Board of Trustees, Leadership Team, Educational partners
January 27- February 14	LCAP survey window
January/February	Schools presented timeline to site groups including Advisory Groups and certificated and classified staff and provided time for groups to take the LCAP survey
March	Reviewed initial input and begin drafting Annual Update
April	Reviewed data from surveys and drafted 2025-26 LCAP
April 30, 2025	LCAP draft completed
May 2025	Post LCAP draft for public comment on District Website Gather additional input from District Advisory Committee (DAC), District English Language Advisory Committee (DELAC), Special Education Local Plan Area (SELPA) and Student Advisory Groups. Provide written responses to all input received and post on website
May 29, 2025	Present LCAP and supporting documents to Board of Trustees in Public Hearing
June 12, 2025	Present LCAP and supporting documents to Board of Trustees for approval and submit to Santa Clara County Office of Education.

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Input from Educational Partners

Input from Educational Partners

- The annual and ongoing engagement of stakeholders is a key part of the LCAP development process.
- It is important that the goals and actions within the LCAP are informed by the voices of students, families, staff, and community members.
- Before the governing board of a school district or county office of education considers the adoption of the LCAP the superintendent of the district or county superintendent of schools must:
  - Present the LCAP or annual update to the LCAP to the parent advisory committee and the English Learner Parent Advisory committee and Student advisory groups, as applicable, for review and comment
  - Respond, in writing, to comments received from the advisory committees
- Staff also uses the results of the Annual LCAP/Climate Survey to inform revisions to existing actions or the addition of new actions in the LCAP each year

LCAP/Climate Survey

- District staff has included a report on the results of the LCAP/Climate Survey for the Board of Trustees on May 29, 2025 as a part of the consent agenda.
- The LCAP/Climate survey was administered between January 27 and February 14, 2025
- A summary of response data is below:

Students

- Given to students in grades 4-8
- 1,522 responses recorded compared to 2,015 in 2024

Staff

- 448 responses recorded compared to 449 in 2024
- 56% were certificated teachers

Parents

- 1222 total responses compared to 1288 in 2024
  - 30% of respondents identified as white and 26% identified as Hispanic/Latino
  - 12% have students that are learning English
  - 32% have students who receive free or reduced lunch
  - 11% have students with an Individualized Education Program (IEP)
  - The majority of parent responses came from Graham (15%)
  - The lowest number of parent responses came from Castro (5%) and the highest participation among elementary schools was from Landels (11%).

New or Revised Actions

Survey data indicates a need for the District to continue to focus on addressing the academic needs of all students.

- 53% of staff agree that students are on track for the next academic year.
- 61% of parents agree that their child's school offers challenging classes,
- 55% agree that high-performing students and 67% agree that underperforming students receive the necessary support and resources

Revised

- **Action 1.1 Instructional Coaches:** The role of the instructional coach has been revised for 2025-26 to include up to 40% of time spent providing small group, research based literacy intervention. This will ensure that literacy intervention by trained teachers will be provided at all schools.

- **Action 1.5 Response to Instruction:** review extension instruction during Response to Instruction in 2025-26 to identify adjustments to better meet the needs of higher performing students.

New

- **Action 1.17 Math:** Continue process of adopting new math materials and updating programming, assessments and pathways. A well designed curriculum provides a clear roadmap for teachers helping them deliver instruction that is both effective and engaging thus improving outcomes for students.

New or Revised Actions

Supports for Students with Disabilities - Action 1.12

Only 62% of parents and 63% of staff agree that students in Special Education receive the resources and support they need.

Continue

- Providing a research based, intensive reading curriculum to better support the building of foundational reading skills for Students with Disabilities. This is in addition to support provided through the Reading Intervention team (Action 1.14).
- implementing co-taught classes in English Language Arts and mathematics at both middle schools.

New

- Learning Center models at several school sites and determine whether they are more effective than Co-Teaching.
- Social Resource Programs at two schools to better support students in general education with Autism.
- 1.0 FTE Special Education Coach to support new teachers in Special Education, work with teachers on instructional practices and the development and implementation of Individualized Education Programs (IEPS)
- Dyslexia Clinic: small group reading intervention for approximately 40 students. Students will receive research-based intervention in groups of three, five hours per week by trained teachers.

New or Revised Actions

Survey data, specifically from students, indicates a need for the District to continue to focus on addressing areas related to Social Emotional Learning and School environment:

- **Parents:** Students from different cultural backgrounds become friends (91%) and school rules are fair (89%)
- **Staff:** Students from different cultural backgrounds become friends (87%), school rules are fair (88%) and students are comfortable taking with school staff (89%)
- **Students:** Students are treated fairly (60%), students are feeling comfortable talking to school staff (65%) and students respect the teachers and staff (59%).

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Revised
Supporting Student Behavior

- Continue to focus on actions from 2024-25 to address decreasing suspension rates and training on alternatives to suspension (Goal 2, Actions 4 and 5 . In 2025-26 develop a plan for adopting a comprehensive Restorative Practices approach districtwide (Goal 2, Actions 4)

New Social Emotional Learning Curriculum

- Implement new Social Emotional Learning Curriculum pending board adoption in May (Goal 2, Action 9)

Expansion of Mental Health Supports

- Add a Mental Health Specialist to support intensive student mental Health needs primarily at the district's middle schools and to increase mental health services through contracted services and interns (Goal 2, Action 10)

New or Revised Actions

Addressing Chronic Absenteeism (Goal 2, Action 3)
MVWSD was identified for Differentiated Assistance due to high levels of chronic absenteeism for Homeless students in 2022-23 and now is identified for high chronic absenteeism rates for Students with Disabilities. While chronic absenteeism rates have decreased, and data is not finalized, rates are still high for some student groups and at Castro School (Data as of April 30, 2025)

- Castro: 23.3% (20.7 in 2023-24)
- Student with Disabilities: 19.7% (19.9% in 2023-24)
- Homeless: 17.2 (24.8% in 2023-24)
- Socially Economically Disadvantaged: 19% (20.8% in 2023-24)

Revised

Continue actions that began in 2022-23 and in 2025-26 participate in the Attendance Collaborative through the Santa Clara County Office of Education. Utilize systems and strategies learned in this collaboration to support sites with interventions for students to reduce chronic absenteeism and increase school engagement. Shared at Leadership Team meetings, secretary trainings, meetings with School Community Engagement Facilitators and the Special Education Department. (Goal 2, Action 3).

New or Revised Actions

Employee Retention and Support (Goal 4, Action 2)

Less than a third of staff are very or completely satisfied with the district's professional development (32% - +2 from 2024) and less than half report being satisfied with their school's professional development (44% - +7 from 2024)

Revised

- Continue to administer the Professional Development Survey each year, share results with union leadership and utilize results to help inform the development of a Professional Development Framework that will outline the District's approach to enhance employees individual's skills, knowledge, and career progression

School Cleanliness (Goal 5, Action 1)

School cleanliness continues to be rated as the lowest areas for students. Only 35% of students agree that their campuses were clean (+2 from spring 2024).

Revised

- Implement bi-monthly inspections using methods aligned with the State of California Facility Inspection Tool (FIT). Inspections will be conducted at each school, reviewing all playgrounds and restrooms, along with a rotating sample of classrooms to ensure every room is inspected at least twice per year.

- Conduct focus groups with students across all sites in the District in order to better understand their concerns regarding cleanliness and address them more effectively

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LCAP Goals, Metrics and Actions

LCAP Goals

The 5 Goal Areas developed for SP 2027 were expanded to become the 5 LCAP goals. Goal 6 was added in 2023-24 to address the improving outcomes at Castro School

- **Goal 1** Develop and Implement effective and consistent instructional practices that meet the needs of all students
- **Goal 2** Develop and implement programs and processes to equitably and effectively support students' social-emotional health and behavior.
- **Goal 3** Cultivate and maintain an inclusive and welcoming culture that acknowledges, embraces, and empowers all stakeholders.
- **Goal 4** Develop and Implement policies and practices to support and retain effective and engaged employees.
- **Goal 5** Develop and implement plans and protocols to ensure the equitable distribution of resources that support student success.
- **Goal 6** Develop and Implement effective and consistent practices that meet the needs of students of Castro School.

LCAP Metrics

- Metrics are developed for each goal in the LCAP to measure progress over the next three years
- Some of the metrics are selected by the District and some are required by the California Department of Education
- See appendix slides 37-44 for LCAP metrics for all goals

LCAP Goal 1 - Highlights

Goal: Develop and Implement effective and consistent instructional practices that meet the needs of all students

Strategic Plan Goa Area: 1 **State Priorities: 2, 4, 7, and 8** **Estimated Expenditures: $7,681,925**

Major Actions and Services:

- **Instructional Coaches**
  - Maintain instructional coaches and adjust to include up to 40% of their time providing reading intervention. KeepEnglish Language Development Coach and Technology Coach
- **Response to Instruction**
  - Having additional teachers allows sites to lower class size for our most challenged learners which are our English Learners and Socio-Economically Disadvantaged students at all schools.
- **Targeted Student Support Funding**
  - Funds allocated to each school to support English Learners, Foster Youth and low income students. Allocations are based on each sites unduplicated count and are used to provide supplemental programs to improve student outcomes.
- **Designated English Language Development**
  - 150 min/week of explicit language development time for every student
  - Provide subscription to supplemental resources
- **Integrated English Language Development**
  - Teachers will Incorporate best practices for Integrated English Language Development into all subject areas
  - Integrated English Language Development provides English Learners with the language they need to express their understanding of the content being taught.

LCAP Goal 1 - Highlights

Major Actions and Services:

- **Newcomer Plan**
  - The District will Implement a newcomer plan with supplemental resources in 2023-24. The plan will include the hiring of five Newcomer teachers - one for each middle school and three itinerant teachers to be shared among the elementary schools
- **Supports for Students with Disabilities**
  - The District will pilot learning centers, add social resources programs, add a coach, and begin a Dyslexia Clinic
- **Early Literacy Team**
  - Convene an early literacy team of 6 teachers is to provide resources and personnel to address the needs of students in foundational skills with a focus on the following sites: Castro School, Monta Loma, Theuerkauf and Mistral and Vargas.
- **Mathematics Programming and Curriculum Adoption**
  - Continue process to update the District's mathematics program and curriculum

Goal 1 Actions and Services Directly aligned to SP2027

- **Multi Tiered System of Support (MTSS)**
  - Re-launch MVWSD's MTSS website that will include protocols for data and information collection, Coordination of Services Team meetings (COST), and Student Success Team meetings to improve access and use of data to support the Whole Child.
  - Explore the feasibility of continuing to use a District generated website or purchasing a new data and MTSS management platform.

LCAP Goal 2

Goal: Develop and implement programs and processes to equitably and effectively support students' social-emotional health and behavior.

Strategic Plan Goal Area: 2 **State Priorities:** 5 and 6 **Estimated Expenditures: $3,674,857**

Major Actions and Services:

- **At Risk Supervisors**
  - At-Risk Supervisors work directly with at-risk students and parents to provide support and interventions as needed.
- **Addressing Chronic Absenteeism**
  - Continue attendance monitoring and staff communication system to be used consistently by all school sites and participate in the Attendance Collaborative through the Santa Clara County Office of Education.

- **Supporting Student Behavior and Suspension Rates**
  - Continue to focus on actions from 2024-25 to address decreasing suspension rates and training on alternatives to suspension. In 2025-26 develop a plan for adopting a comprehensive Restorative Practices approach districtwide.

LCAP Goal 2

Goal 2 Actions and Services Directly aligned to SP2027

- **Student Social Emotional Health**
  - Implement new Social Emotional Learning Curriculum pending board adoption in May.

- **Whole School, Whole Community, Whole Child Model (WSCC).**
  - Continue to have District employed School Counselors at all school sites and expand services to include a Mental Health Specialist to support intensive student mental Health needs primarily at the district's middle schools and to increase mental health services through contracted services and interns

LCAP Goal 3

Goal: Cultivate and maintain an inclusive and welcoming culture that acknowledges, embraces, and empowers all stakeholders.

Strategic Plan Goal Area 3: **State Priority:** 3 **Estimated Expenditures: $1,205,309**

Major Actions and Services:

- **School and Community Engagement Facilitators (SCEF)**
  - SCEFs are the liaison between students, staff, and parents to remove barriers to improve student learning and achievement. Add additional support to Castro and Mistral

Goal 3 Actions and Services Directly aligned to SP2027

- **Equity**
  - Continue implementation of the district's culture and climate program #BetterTogether. The annual theme will be One World: Many Voices, convene a quarterly District Equity Advisory Committee, consult with Superintendent or designee on Equitable Access to Choice Programs in the district and provide professional development on issues related to healthy school culture and climate for both students and staff upon request.
- **Parent Engagement - Parent University**
  - Continue to offer both District sponsored and site sponsored Parent University events.
- **Parent Communication**
  - Continue pilots with technology platforms.

LCAP Goal 4

Goal: Develop and Implement policies and practices to support and retain effective and engaged employees.

Strategic Plan Goal Area 4: State Priority: 1 Estimated Expenditures: $621,147

Major Actions and Services:

- **Partnership with the Santa Cruz/Silicon Valley New Teacher**
  - Continue to partner with the Santa Cruz/Silicon Valley New Teacher Project to provide induction to teachers in years 1 and 2 of their careers.
- **Employee Retention and Support**
  - Analyze results of professional development survey and share with union leadership and utilize results to help inform the development of a Professional Development Framework that will outline the District's approach to enhance employees individual's skills, knowledge, and career progression

Goal 4 Actions and Services Directly aligned to SP2027

- **Hiring Process**
  - In 2025-26 the District will conduct an assessment of the leadership opportunities for staff and engage stakeholder groups in order to gain insight and begin to develop leadership pathways.

LCAP Goal 5

Goal: Develop and implement plans and protocols to ensure the equitable distribution of resources that support student success.

Strategic Plan Goal Area 5 **State Priority:** 1 **Estimated Expenditures: $522,996**

Major Actions and Services

- **School Cleanliness**
  - Implement bi-monthly inspections using methods aligned with the State of California Facility Inspection Tool (FIT). Inspections will be conducted at each school, reviewing all playgrounds and restrooms, along with a rotating sample of classrooms to ensure every room is inspected at least twice per year.

  - Conduct focus groups with students across all sites in the District in order to better understand their concerns regarding cleanliness and address them more effectively

LCAP Goal 5

Goal 5 Actions and Services Directly aligned to SP2027

- **MVWSDConnect**
  - Continue to provide routers and Chromebooks to students who need Internet access at home ensuring internet access for all students.
- **Meals for Students**
  - Child Nutrition will focus on making from-scratch meals and improving the quality of food offered. The District will continue to support small, local farms and businesses by serving fresh, local produce. Staff will research and identify products that eliminate artificial dyes, and replace items where practical, visit and sample produce from each school garden and hold a minimum of four Child Nutrition Focus Group meetings per year to discuss and address current issues.

LCAP Goal 6

Goal: Develop and Implement effective and consistent practices that meet the needs of students of Castro School.

Strategic Plan Goal Areas: 1, 2, 3 and 5 State Priorities: 2,3 4, 5, 6 and 8
Total Expenditures: $763,607

Major Actions and Services

- **Early Literacy Team**
  - Continue to allocate 40% of Early Literacy team time will be spent providing support for Castro students.
- **At Risk Supervisor**
  - Add one additional 1.0 FTE At-Risk Supervisor for Castro School. At-Risk Supervisors work directly with at-risk students and parents to provide support and interventions as needed. They monitor students progress and connect families to community resources.
- **School and Community Engagement Facilitator**
  - Continue with a 1.0 FTE School and Community Engagement Facilitator
- **Dedicated Newcomer Teacher**
  - Add a 1.0 FTE newcomer teacher

LCAP Goal 6

Major Actions and Services

- **Wellness Center**
  - Through a partnership with the Santa Clara County Office of Education, Castro School has a Wellness Center staffed with a trained 0.5 counselor to support student and staff mental health needs.
- **Counselor**
  - Provide an additional 1.0 FTE counselor. Castro School already has 0.5 FTE Counselor through the Wellness Center (Goal 6, Action 4)
- **New Daily Schedule/Breakfast**
  - Continue the new daily schedule The new schedule will have 50 minute blocks for instruction, common breaks for grades 1-5 and allow for cross grade level Response to Instruction each day. The new schedule will also allow for team teaching in math. Adjust breakfast back to Second Chance at recess and provide snacks for any students in the classroom throughout the day.
- **Playworks**
  - Partner with Playworks to bring additional support and structure to the Castro playground

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Increased or Improved Services

Increased and Improved Services

Districts must describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to services provided for all students in the LCAP year.

- The District's percentage of supplemental funding is 6.621% or $3,502,403
- The District plans to spend $7,025,734 on increased or improved services
- While the following actions have been identified as increasing or improving services for unduplicated students there are others in the LCAP that will also support unduplicated students:
    - Instructional Coaches - Goal 1, Action 1
    - Response to Instruction - Goal 1, Action 5
    - Targeted Student Support Program - Goal 1 Action 7
    - School and Community Engagement Facilitators - Goal 3, Action 1

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Next Steps

Next Steps

- Respond in writing to comments and questions from the public hearing
- June 12: Present LCAP and Federal Addendum for approval
- June 13: Submit LCAP to the Santa Clara County Office of Education

Questions?

- Please visit the District website to learn more about Strategic Plan and the Local Control Accountability Plan
  mvwsd.org/about/district_plans

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Appendix

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Metrics

LCAP Goal 1 Metrics

- California Assessment of Student Performance and Progress (CAASPP) results ELA, Math and Science
- ELPAC Results (students who maintained a level 4 or gained 1 level)
- Reclassification rate of English Language Learners
- Percentage of Long Term English Language Learners
- Rubric scores on the Academic Content Standards Self Reflection Tool Rubric
- Percentage of students in grades 1-8 that have access to a Broad Course of Study including Low-income, Foster Youth, English Language Learners and Students with Disabilities
- Percentage of General Education Participation - Students with Disabilities
- Percentage of Socio-Economically Disadvantaged Students, English Learners and Foster Youth that participate in the Expanded Learning Opportunities Program (MVWSD+)
- I-Ready Reading and Math results
- Percentage of students who made 1 year's growth in English Language Arts and mathematics on I-Ready
- Designated English Language Development Schedules complete
  Percentage of students in grades 1-8 that have access to a Broad Course of Study
- Percentage of parents who agreed or strongly agreed that their child had access to a broad range of subjects on the LCAP/Climate Survey.
- Percentage of English Learners are making progress toward English Language Proficiency
- Percentage of teachers who agreed or strongly agreed that instructional coaches help them improve their practice in the LCAP/Climate Survey
- i-Ready Reading Proficiency K-3 - Monta Loma, Theuerkauf, Castro, Mistral and Vargas (new for 2025-26)
- i-Ready Phonics Proficiency K-3 - Monta Loma, Theuerkauf, Castro, Mistral and Vargas (new for 2025-26)

LCAP Goal 2 Metrics

- Attendance rates
- Chronic Absenteeism Rates
- Middle School Dropout Rate
- Suspension Rates
- Maintain 0% Expulsion Rate
- Percentage of students and staff who agreed or strongly agreed that they feel safe at school on the LCAP/Climate Survey.
- Percentage of parents who agreed or strongly agreed that their child feels safe at school on the LCAP/Climate Survey.
- Percentage of students who agreed or strongly agreed that adults care about their success on the LCAP/Climate Survey.
- Percentage of staff who agreed or strongly agreed that students' social emotional needs were met on the LCAP/Climate Survey.
- Percentage of parents who agreed or strongly agreed that their students' social emotional needs were met on the LCAP/Climate Survey.
- Disproportionality rate for over suspending Hispanic students with IEPS (less than 10 days).

LCAP Goal 3 Metrics

- The percentage of families that agreed or strongly agrees that the District is building the capacity of and supporting family members to effectively engage in advisory groups and decision making on the LCAP/Climate Survey.
- The percentage of families that agreed or strongly agrees that the District is providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from underrepresented groups in the school community on the LCAP/Climate Survey.
- Rubric scores on the Parent Involvement Self Reflection Tool Rubric
- Percentage of families reporting that they agree or strongly agree that MVWSD creates a welcoming environment for families on the LCAP/Climate Survey.
- Percentage of families that agree or strongly agree that they understand the academic and non-academic supports available to their students on the LCAP/Climate Survey.
- Percentage of families that agree or strongly agree that they are encouraged to be involved in school events on the LCAP/Climate Survey.
- Reduce the most common obstacle to parents receiving the information they need on the LCAP/Climate Survey.

LCAP Goal 4 Metrics

- Percentage of highly qualified teachers
- Number/percentage of mis-assignments of teachers of English learners
- Number of teacher mis-assignments
- Number of vacant teacher positions
- Percentage of staff that agree or strongly agree that my school provides adequate support to teachers on the LCAP/Climate survey.
- Percentage of staff that agree or strongly agree that trust exists between school leaders and staff on the LCAP/Climate survey.
- Percentage of staff that agree or strongly agree that teachers at my school are committed to continuously improving opportunities for student learning on the LCAP/Climate survey.
- Percentage of staff that agree or strongly agree that I am knowledgeable about the criteria, timeline, process, and procedures by which I will be evaluated on LCAP/Climate survey.
- Percentage of staff that agree or strongly agree that I have a say in the decision making process at my school or the District level on the LCAP/Climate survey.
- Percentage of staff that agree or strongly agree that administrators listen to my suggestions and recommendations on the LCAP/Climate survey.
- Staff Retention Rates

LCAP Goal 5 Metrics

- Percentage of School Facilities in Good Repair per the Facility Inspection Tool (FIT)
- Percentage of completed work orders in Service Now
- Percentage of students reporting that my school is clean on the LCAP/Climate Survey
- Percentage of staff reporting that my school is well-maintained on the LCAP/Climate Survey
- Percentage of staff reporting that the facilities at my school are up to date on the LCAP/Climate Survey
- Number/percentage of students with access to their own copies of standards aligned instructional materials for use at school and at home

LCAP Goal 6 Metrics

- California Assessment of Student Performance and Progress (CAASPP) ELA and math results
- English Language Learners maintained level 4 or gained at least 1 level on the ELPAC
- Reclassification Rate
- Percentage of EL students that are At Risk of becoming Long Term English Learners
- I-Ready results in ELA and math
- Percentage of students who made 1 year's growth in ELA and math based on iReady assessments
- School Attendance Rates
- Chronic absenteeism
- Suspension Rates

LCAP Goal 6 Metrics

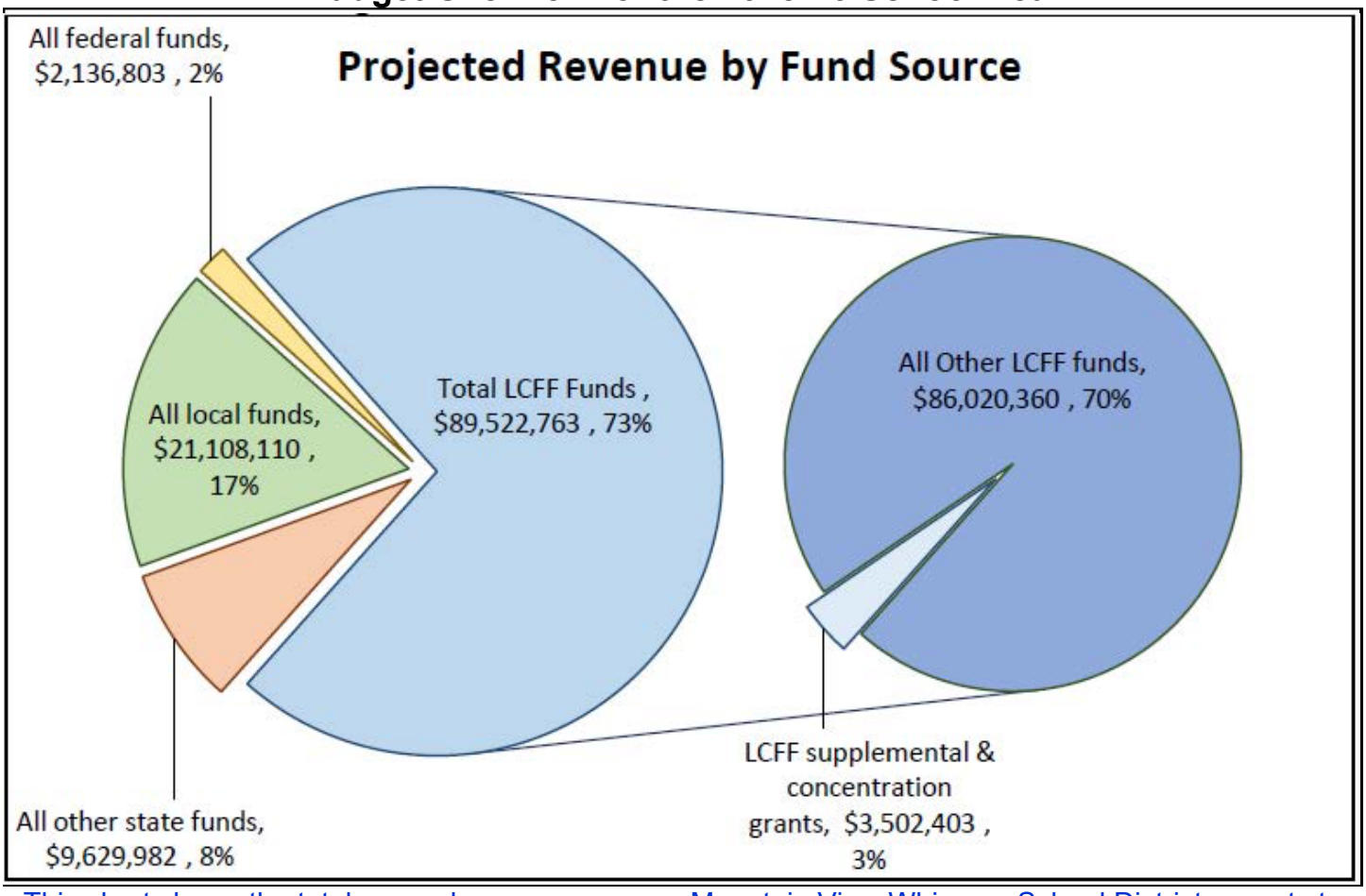
- Number of parents who respond to the District's LCAP/Climate Survey
- Percentage of staff who agree or strongly agree that students social emotional needs were met on the LCAP/Climate Survey.
- Percentage of parents who agreed or strongly agree that students social emotional needs were met on the LCAP/Climate Survey.
- Percentage of families that agree or strongly agree that they understand the academic supports available to their students on the LCAP/Climate Survey
- Percentage of families reporting that they agree or strongly agree that MVWSD creates a welcoming environment for families on the LCAP/Climate Survey.
- Percentage of students reporting that my school is clean on the LCAP/Climate Survey.
- Percentage of students reporting that I feel safe at my school on the LCAP/Climate Survey.
- Percentage of staff reporting that I feel safe at my school on the LCAP/Climate Survey.

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Mountain View Whisman School District
CDS Code: 43-69591-0000000
School Year: 2025-26
LEA contact information:
Cathy Baur
Chief Academic Officer
cbaur@mvwsd.org
(650) 526-3500 ext. 1125

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2025-26 School Year

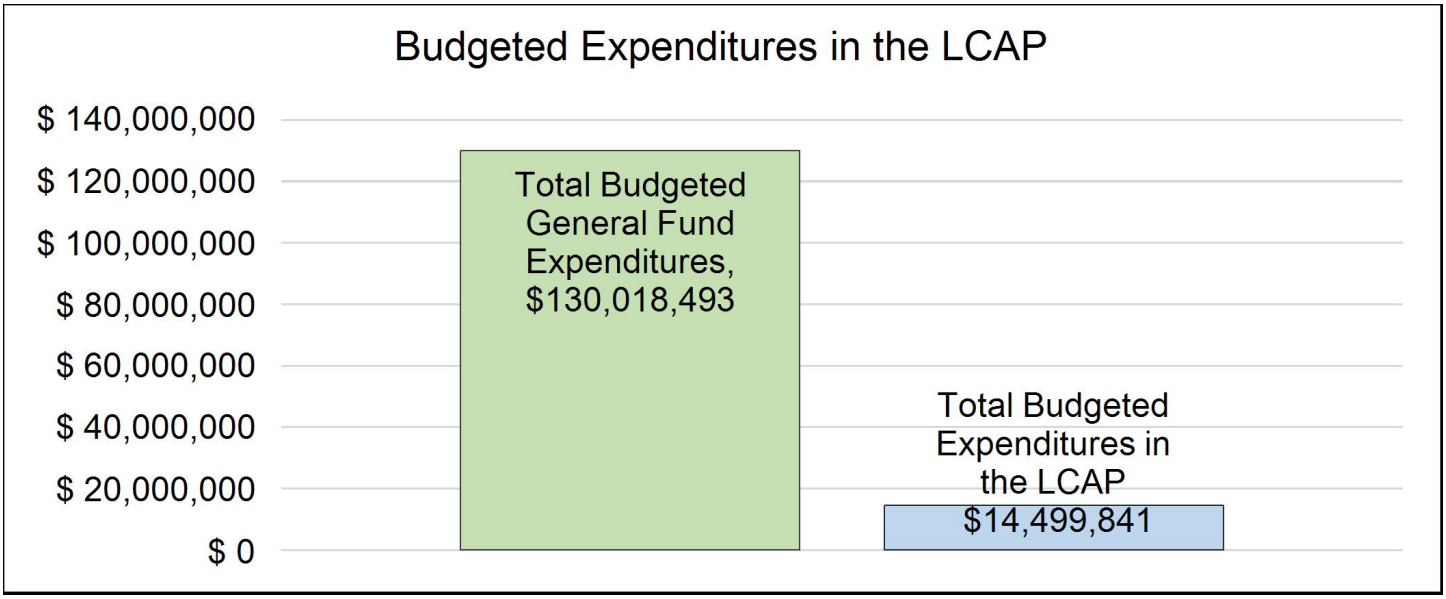


This chart shows the total general purpose revenue Mountain View Whisman School District expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Mountain View Whisman School District is $122,397,658, of which $89,522,763 is Local Control Funding Formula (LCFF), $9,629,982 is other state funds, $21,108,110 is local funds, and $2,136,803 is federal funds. Of the $89,522,763 in LCFF Funds, $3,502,403 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Mountain View Whisman School District plans to spend for 2025-26. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Mountain View Whisman School District plans to spend $130,018,493 for the 2025-26 school year. Of that amount, $14,499,841 is tied to actions/services in the LCAP and $115,518,652 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

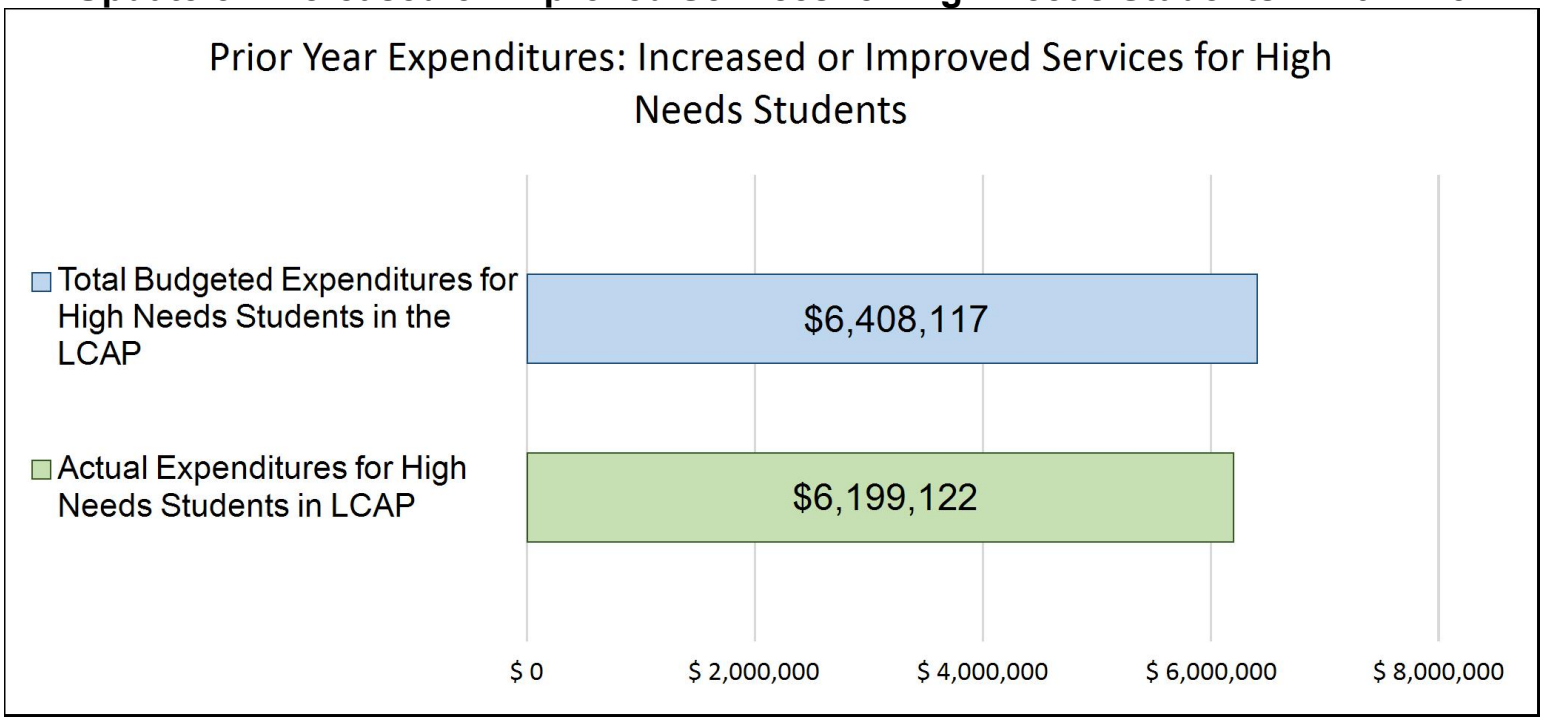
The most significant general fund expenditures not included in the LCAP are primarily related to the salaries of administrators, certificated staff, classified staff, and support staff and expenditures that are not funded through supplemental dollars and not specific to the goals, actions, and services in the LCAP. Additionally, these may include expenditures such as school facilities and maintenance that involve staffing, equipment, repair, and contracts. Other general fund expenditures are related to school programs, general overhead (gas, water, electricity), and other operational cost of the District.

Increased or Improved Services for High Needs Students in the LCAP for the 2025-26 School Year

In 2025-26, Mountain View Whisman School District is projecting it will receive $3,502,403 based on the enrollment of foster youth, English learner, and low-income students. Mountain View Whisman School District must describe how it intends to increase or improve services for high needs students in the LCAP. Mountain View Whisman School District plans to spend $7,025,734 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2024-25



This chart compares what Mountain View Whisman School District budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Mountain View Whisman School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2024-25, Mountain View Whisman School District's LCAP budgeted $6,408,117 for planned actions to increase or improve services for high needs students. Mountain View Whisman School District actually spent $6,199,122 for actions to increase or improve services for high needs students in 2024-25.

The difference between the budgeted and actual expenditures of $208,995 had the following impact on Mountain View Whisman School District’s ability to increase or improve services for high needs students:

The difference between budgeted and actual for year 2024-25 was due to a combination of unfilled vacancies, late hires, reassignment of the Equity director, and the site's inability to spend their allocation resulted in lower expenditures than projected. However, these had minimal impact on the District's ability to provide or improve services to unduplicated students and other supports were in place including Response to Instruction, Early Literacy instruction, MTSS, coaching for teachers, and integrated and designated ELD. Additionally, even though the Director of Equity was reassigned, she was still able to conduct equity work across the District.

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Mountain View Whisman School District	Cathy Baur Chief Academic Officer	cbaur@mvwsd.org (650) 526-3500 ext. 1125

Plan Summary [2025-26]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

The Mountain View Whisman School District (MVWSD) serves a diverse group of students with the goal of having "Every student, family, staff, and community member engaged and committed to learning in a collaborative, diverse and innovative partnership." Our student population includes 23% English Language Learners (ELLs) and 69% of ELLs are classified as Socio-Economically Disadvantaged. Our Local Control Funding Formula unduplicated count (count of pupils who (1) are English learners, (2) meet income or categorical eligibility requirements for free or reduced-price meals under the National School Lunch Program, or (3) are foster youth) is 37%. Thirteen percent of students are considered Students with Disabilities. Seventy-five percent of our ELL students speak Spanish, but the District also has students who speak many other languages including Russian, Mandarin, and Japanese. Our student population is made up of many ethnicities with the majority of our students, 39% identifying as Hispanic/Latino, 23% White, 23% Asian, 1.0% African American, 2.0% Filipino, and 12.0% are listed as Multiple. MVWSD serves approximately 4,644 students Pre-K through 8th grade at 11 quality schools: 9 elementary schools (including two choice programs) and 2 middle schools. No schools in MVWSD receive Equity Multiplier Funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

MVWSD continues to utilize both iReady and CAASPP as ways to measure student academic outcomes. I-Ready assessments are given three times per year in August, December and May. The District has also analyzed the results of the California Dashboard which was

released in November 2024 as well as other internal data including attendance and suspension data as well as results of the District LCAP/Climate Survey which is given annually.

CAASPP 2024
The overall percentage of students meeting or exceeding standards on the California Assessment of Student Performance and Progress (CAASPP) in spring 2023 in English Language Arts was 62% and 58% in mathematics. Overall, the District continues to outperform the state and county of Santa Clara although scores dropped slightly from 2022 (-2 and 0 percentage points respectively). Students in grades three and five had higher levels of proficiency (63 and 68 percent proficient) than students in grades four six, and seven and eight (58 to 62 percent proficient) in English Language Arts. Grade four had an 8 percentage point decline in proficiency as compared to 2023 and students in grade 6 had a +5 percentage point increase. In mathematics students in grades three and four had the highest level of proficiency (62 percent proficient) while grade six had the lowest level of proficiency (54 percent proficient) in math although this represents an increase of five percentage points from 2023 results. Student performance varied with significant gaps between overall and some groups of students. Gaps increased more in English Language Arts as compared to mathematics. See proficiency percentages below for ELA and math.

English Language Arts
Reclassified Fluent English Proficient (RFEP) - 60% (-2 Percentage Points (PP) from 2023),
English Learner (EL) - 9% (same as 2023).
Socioeconomically Disadvantaged (SED) - 28% (-3 PP from 2023)
Students with Disabilities (SWD) - 24% (-3 PP from 2023)
Homeless - 26% (same as 2023)
Asian - 88% (-2 PP from 2023)
Hispanic/Latino - 31% (-2 from 2023)
White - 83% (-3 from 2023)

Mathematics
Reclassified Fluent English Proficient (RFEP) - 52% (same as 2023)
English Learner (EL) - 11% (same as 2023)
Socioeconomically Disadvantaged (SED) - 21% (-2 PP from 2023)
Students with Disabilities (SWD) - 24% (+1 PP from 2023)
Homeless - 16% (same as 2023)
Asian - 89% (same as 2023)
Hispanic/Latino - 22% (-1 PP from 2023)
White - 80% (+1 from 2023)

District iReady Assessments
Data from the District iReady Diagnostic 3 assessments for May 2025 will not be available in time for the approval of the Local Control Accountability plan. A review of the results from i-Ready Diagnostic 2 given in December 2024 indicate that overall students are maintaining In both reading and mathematics. Fifty-nine percent of students were on or above grade level in December in Reading compared to 58% in 2023. Additionally, overall i-Ready Reading data from Diagnostic 2 in 2023 to Diagnostic 2 2024 overall proficiency for Students with Disabilities (+1 PP) and Reclassified students (+2 PP showed increases. Results for students identified as Socio-Economically

Disadvantaged (0 PP) and Hispanic/Latino (0 PP) were flat. Grades K (+1 PP) 1 (+9PP), 2 (+4 PP) , 3 (+2), and , 8 (+2 PP) also had increases in proficiency on i-Ready reading. Fifty-one percent of students were on or above grade level in December in mathematics which is (-1 PP) from 2024. Math scores were varied across student groups and grade levels with overall decreases by grade level student groups.

Annual Determination Letter
MVWSD is no longer considered Significantly Disproportionate for over-identifying Hispanic/Latino students for having a specific learning disability. MVWSD is considered Disproportionate (not Significantly Disproportionate) for the over identification of Hispanic/Latino students for suspensions (less than ten days in school). The Annual Determination letter pursuant to Individuals with Disabilities Act sent by the California Department of Education indicates that MVWSD met all other indicators including: Drop-out rate, Academic Performance, LRE school age, LRE preschool, Parent involvement, and Child Find.

California Dashboard
The District had the following overall ratings on the California Dashboard in November 2024:
English Language Arts (ELA) - Green/High
Math - Green/High
Science - No Performance Indicator
English Learner Progress - Orange/ Low
Chronic Absenteeism - Yellow/Medium
Suspensions - Orange/High
All local indicators were "met".
Overall ratings for all indicators were the same as the 2023 Dashboard.

Student groups had the following ratings in English Language Arts
Red/Very Low: Homeless, Long Term English Learners, and Students with Disabiliites
Orange/Low: English Language Learners, Hispanic/Latino, Socio-Economically Disadvantaged and African American Students
Yellow/Medium: No Student Groups
Green/High: Filipino, Two or More Races, White
Blue/Very High: Asian

Student groups had the following ratings in mathematics:
Red/Very Low: Homeless and Long Term English Learners
Orange/Low: English Language Learners, Hispanic/Latino, Socio-Economically Disadvantaged, Students with Disabilities and African American
Yellow/Medium:Filipino
Green/High: No Studnet Groups
Blue/Very High: Asian, Two or More Races and White

English Learner Progress
Overall the District has an Orange/Low rating for English Learner Progress which is similar to 2023.

In the area of Chronic Absenteeism the District's overall rating is Yellow/Medium.
Red/Very High: No Student Groups
Orange/High: African American and Long Term English Learners
Yellow/Medium: English Language Learners, Hispanic/Latino, Socio-Economically Disadvantaged, Homeless, and Students with Disabilities
Green/Low: Asian, Filipino, and White
Blue/Very Low: Two or More Races

Overall Chronic Absenteeism rates dropped 4 percentage points from 2023. No students groups are in the Red or Very High category. African American students and English Language Learners are in Orange with high rates of chronic absenteeism. English Language Learners, Hispanic/Latino, Socio-Economically Disadvantaged, Homeless continue to be rated in Yellow/Medium and Students with Disabilities moved from Orange/High to yellow Medium.

In the area of Suspensions, the District's overall rating was Orange/High
Red/VeryHigh: African American, Homeless and Students with Disabilities
Orange/High: English Language Learners, Hispanic/Latino, Long Term English Learners and Socially Disadvantaged students and White
Yellow/Medium: Asian, Two or More Races and White
Green/Low: Filipino
Blue/Very Low: No student groups
As anticipated the District saw an increase in suspension rates for most subgroups between 2023-24. The District's overall rating continues in Orange/High and several subgroups including African American, Homeless, and Students with Disabilities are in Red/Very High.

The District has identified the following metrics and action steps to address student groups with Red Ratings on the 2023 Dashboard.
Homeless - ELA/Math
Metrics:
1.1 - CAASPP ELA
1.2 - CAASPP Math
1.9 - I-Ready Reading
1.11 - I-Ready Math
1.18 - Addressing Academic Outcomes for Homeless Students - Differentiated Assistance
Actions
1.1 - Instructional Coaches
1.5 - Response to Intervention
1.13 - Multi Tiered System of Support
1.14 - Early Literacy Team
1.18 - Addressing Academic Outcomes for Homeless Students - Differentiated Assistance

Chronic Absenteeism: Students with Disabilities
Metric:
2.2 - Chronic Absenteeism Rates
Actions

2.3 - Addressing Chronic Absenteeism
2.6 - Additional Targeted Support and Improvement plans
2.10 - Counselors at all school sites

Suspensions: Homeless, Hispanic, Socio-Economically Disadvantaged and Students with Disabilities
Metric:
2.4 - Suspension Rates
Actions
2.1 - At Risk Supervisors
2.4 - Suspension Rates
2.5 - Supporting Student Behavior
2.6 - Additional Targeted Support and Improvement plans
2.10 - Counselors

School Level Performance
MVWSD has a very diverse population and each of its eleven schools have different challenges and have reasons to celebrate.
The following schools have Blue/Very High ratings for English Language Arts performance: Landels, and Stevenson. Landels and Stevenson also have Blue/Very High ratings for mathematics. Several schools also had Green/High ratings for English Language Arts including Imai, Bubb, Crittenden, Mistral, Graham and Vargas and mathematics including Bubb, Crittenden, Mistral, Graham, Vargas, and Monta Loma.
Castro Elementary school has a Red Ratings for English Language Arts and Suspensions. Multiple action steps in goals 1, 2 and 6 are designed to improve outcomes at Castro (See below).
Landels, Crittenden and Monta Loma have Blue/Very High ratings for English Learner Progress. Several schools have yellow/medium or orange/low ratings including Bubb and Vargas. Vargas had a Red/Very Low rating for this indicator in 2023.

At a school level the District has seen a decrease in Chronic absenteeism rates between 2023 and 2024 overall and at all schools except Mistral who maintained rates from 2023. Castro (-8.7 PP), Monta Loma (-12.5 PP) and Theuerkauf (-10.6 PP) had the largest decreases. No schools had a red result on the Dashboard in this area.
Suspension rates did increase across the District overall and at seven schools including Imai, Castro, Landels, Mistral, Monta Loma, Stevenson, Theuerkauf, and Graham. Castro school has a red rating on this indicator.

The District has identified the following action steps and metrics to address student groups with Red Ratings on the 2023 Dashboard.

Castro Suspension Rate
Metrics
6.12
Actions
2.1 - At Risk Supervisors
2.4 - Addressing Suspension Rates
2.5 - Addressing Student Behavior

2.6 - Additional Targeted Support and Improvement
6.4 - Wellness Center
6.5 - Additional Counselor

Castro ELA
Metrics
6.1 - CAASPP - ELA
6.2 - CAASPP Math
6.6 - I-Ready Reading
6.8 - I-Ready Math
Actions
1.1 - Instructional Coaches/ELD Coach
1.5 - Response to Instruction
1.13 Multi Tiered System of Support
6.1 - Early Literacy Team
6.7 - Daily Schedule/Breakfast
6.8 - Centralized Data Team

Vargas El Progress
Metric
1.16
Actions
1.1 - Instructional Coach/English Language Development Coach
1.5 - Response to Instruction
1.8 - Designated English Language Development
1.10- Integrated English Language Development
1.11 - English Language Learners - Newcomer Students
1.13 - Multi Tiered System of Support
1.16 - ELPAC Interim Assessments - English Language Learners and Long Term English Language Learners

School Student Groups with Red Indicators on the 2023 California Dashboard
Imai: Hispanic and Socio-Economically Disadvantaged - Chronic Absenteeism
Bubb: Hispanic, Socio-Economically Disadvantaged and Students with Disabilities - Chronic Absenteeism
Crittenden: White - Chronic Absenteeism
English Learners - English Language Arts
English Learners - Math
Hispanic and Socio-Economically Disadvantaged - Suspension Rate
Landels: English Learners and Students with Disabilities - Chronic Absenteeism
Students with Disabilities - Suspension Rate
Mistral: Students with Disabilities - Suspension Rate

Graham: Homeless - Chronic Absenteeism
English Learners and Hispanic - English Language Arts
English Learners, Hispanic, and Socio-Economically Disadvantaged-Math
Homeless - Suspension Rate
Vargas: Students with Disabilities - Suspension Rate
Castro: English Learners, Hispanic, and Socio-Economically Disadvantaged - English Language Arts
English Learners and Hispanic - Math
Hispanic, Homeless, Socio-Economically Disadvantaged and Students with Disabilities - Suspension Rate
Monta Loma: Students with Disabilities and White - Chronic Absenteeism
Stevenson: Hispanic and Students with Disabilities - Chronic Absenteeism
Theuerkauf: Students with Disabilities - Chronic Absenteeism

This District has identified the following metrics and action steps to address these areas in the LCAP as identified below.

Imai - Hispanic and Socio-Economically Disadvantaged - Chronic Absenteeism
Metrics
2.2 Chronic Absenteeism Rates
Actions:
2.3 Addressing Chronic Absenteeism
2.6 Additional Targeted Support and Improvement
2.10 Counselors

Bubb: Hispanic, Socio-Economically Disadvantaged and Students with Disabilities - Chronic Absenteeism
Metrics:
2.2 Chronic Absenteeism Rates
Actions
2.3 Addressing Chronic Absenteeism
2.10 Counselors

Crittenden
White - Chronic Absenteeism
Metrics:
2.2 Chronic Absenteeism Rates
Actions
2.3 Addressing Chronic Absenteeism
2.10 Counselors

Crittenden
English Learners - English Language Arts

Metrics
1.1 CAASPP ELA, and 1.9 I-Ready Reading
Actions
1.1 Instructional Coaches/English Language Development Coach
1.5 Response to Instruction
1.8 Designated English Language Development
1.10 Integrated English Language Development
1.11 English Language Learners - Newcomers
1.13 Multi Tiered System of Support
1.16 ELPAC Interim ELPAC Assessments

Crittenden English Learners - Math
Metrics
1.2 CAASPP Math,1.11 I-Ready Math
Actions
1.1 Instructional Coaches/English Language Development Coach
1.5 Response to Instruction
1.8 Designated English Language Development
1.10 Integrated English Language Development
1.11 English Language Learners - Newcomers
1.13 Multi Tiered System of Support
1.16 ELPAC Interim Electives

Crittenden Hispanic and Socio-Economically Disadvantaged - Suspension Rate
Metrics
2.4 - Suspension Rates
Actions
2.1 At Risk Supervisors
2.4 Addressing Suspension Rates
2.5 Supporting Student Behavior
2.10 Counselor

Landels
English Learners and Students with Disabilities - Chronic Absenteeism
Metrics
2.2 Chronic Absenteeism Rates
Actions
2.3 Addressing Chronic Absenteeism
2.6 Additional Targeted Support and Improvement
2.10 Counselor

Landels Students with Disabilities - Suspension Rate
Metrics
2.4 Suspension Rates
2.12 Disproportionality Rate
Actions
2.1 At Risk Supervisor
2.4 Addressing Suspension Rates
2.5 Addressing Student Behavior
2.6 Additional Targeted Support and Improvement
2.10 Counselor

Mistral
Metrics
2.4 Suspension Rates
2.12 - Disproportionality
Actions
2.1 At Risk Supervisor
2.1 At Risk Supervisor
2.4 Addressing Suspension Rates
2.5 Addressing Student Behavior
2.6 Additional Targeted Support and Improvement
2.10 Counselor

Graham:
Homeless - Chronic Absenteeism
Metric 2.2 Chronic Absenteeism Rates
Actions
2.3 Addressing Chronic Absenteeism
2.10 Counselors

Graham
English Learners - English Language Arts
Metrics
1.1 CAASPP ELA, and 1.9 I-Ready Reading
Actions
1.1 Instructional Coaches/English Language Development Coach
1.5 Response to Instruction
1.8 Designated English Language Development
1.10 Integrated English Language Development

1.11 English Language Learners - Newcomers
1.13 Multi Tiered System of Support
1.16 ELPAC Interim ELPAC Assessments

Graham
Hispanic - English Language Arts
Metrics
1.1 CAASPP ELA, and 1.9 I-Ready Reading
Actions
1.1 Instructional Coaches/English Language Development Coach
1.5 Response to Instruction
1.13 Multi Tiered System of Support

Graham
English Learners - Math
Metrics
1.2 CAASPP ELA, and 1.11 I-Ready Reading
Actions
1.1 Instructional Coaches/English Language Development Coach
1.5 Response to Instruction
1.8 Designated English Language Development
1.10 Integrated English Language Development
1.11 English Language Learners - Newcomers
1.13 Multi Tiered System of Support
1.16 ELPAC Interim ELPAC Assessments

Graham
Hispanic, and Socio-Economically Disadvantaged-Math
1.2 CAASPP ELA, and 1.11 I-Ready Reading
Actions
1.1 Instructional Coaches/English Language Development Coach
1.5 Response to Instruction
1.13 Multi Tiered System of Support

Graham
Homeless - Suspension Rate
Metric 2.4 Suspension Rates
Actions
2.1 At Risk Supervisors
2.4 Addressing Chronic Absenteeism

2.5 Supporting Student Behavior
2.6 Additional Targeted Support and Improvement
2.10 Counselors

Vargas
Students with Disabilities - Suspension Rate
Metrics
2.4 Suspension Rates
2.12 - Disproportionality
Actions
2.1 At Risk Supervisor
2.1 At Risk Supervisor
2.4 Addressing Suspension Rates
2.5 Addressing Student Behavior
2.6 Additional Targeted Support and Improvement
2.10 Counselor

Castro
English Learners - English Language Arts
Metrics
6.1 CAASPP ELA, and 6.7 I-Ready Reading
Actions
1.1 Instructional Coaches/English Language Development Coach
1.5 Response to Instruction
1.8 Designated English Language Development
1.10 Integrated English Language Development
1.13 Multi Tiered System of Support
1.18 ELPAC Interim Assessments
6.7 Daily Schedule/Breakfast
6.8 Centralized Data Team

Castro
Hispanic, and Socio-Economically Disadvantaged - English Language Arts
Metrics
6.1 CAASPP ELA, and 6.7 I-Ready Reading
Actions
1.1 Instructional Coaches/English Language Development Coach
1.5 Response to Instruction
1.13 Multi Tiered System of Support
6.7 Daily Schedule/Breakfast

6.8 Centralized Data Team

Castro
English Learners - Math
Metrics
6.2 CAASPP Math, and 6.8 I-Ready Math
Actions
1.1 Instructional Coaches/English Language Development Coach
1.5 Response to Instruction
1.8 Designated English Language Development
1.10 Integrated English Language Development
1.13 Multi Tiered System of Support
1.18 ELPAC Interim Assessments
6.7 Daily Schedule/Breakfast
6.8 Centralized Data Team

Castro
Hispanic - Math
Metrics
6.2 CAASPP Math, and 6.8 I-Ready Math
Actions
1.1 Instructional Coaches/English Language Development Coach
1.5 Response to Instruction
1.13 Multi Tiered System of Support
6.7 Daily Schedule/Breakfast
6.8 Centralized Data Team

Castro
Hispanic, Homeless, Socio-Economically Disadvantaged and Students with Disabilities - Suspension Rate
Metrics
6.12 Suspension Rates
Actions
2.1 At Risk Supervisor
2.4 Addressing Suspension Rates
2.5 Addressing Student Behavior
2.10 Counselor
6.2 At Risk Supervisor
6.4 Wellness Center
6.5 Counselor

Castro
Students with Disabilities - Suspension Rate
Metrics
1.12 - Disproportionality
6.12 Suspension Rates
Actions
2.1 At Risk Supervisor
2.4 Addressing Suspension Rates
2.5 Addressing Student Behavior
2.6 Additional Targeted Support and Improvement
2.10 Counselor
6.2 At Risk Supervisor
6.4 Wellness Center
6.5 Counselor

Monta Loma
Students with Disabilities and White - Chronic Absenteeism
Metrics
2.2 Chronic Absenteeism Rates
Actions
2.3 Addressing Chronic Absenteeism
2.6 Additional Targeted Support and Improvement
2.10 Counselors

Stevenson
Hispanic and Students with Disabilities - Chronic Absenteeism
Metrics
2.2 Chronic Absenteeism Rates
Actions:
2.3 Addressing Chronic Absenteeism
2.6 Additional Targeted Support and Improvement
2.10 Counselors

Theuerkauf
Students with Disabilities - Chronic Absenteeism
Metrics
2.2 Chronic Absenteeism Rates
Actions:
2.3 Addressing Chronic Absenteeism
2.6 Additional Targeted Support and Improvement

2.10 Counselors

Additional Targeted Support and Assistance
Six Schools exited Additional Targeted Support and Improvement based on results of the November 2024 Dashboard. Three schools in MVWSD continue to be identified for Additional Support and Improvement (ATSI) and one school was identified for Targeted Support and Improvement (TSI) These four schools have one or more student group(s) that meet(s) some of the criteria used to identify Title 1 schools that need Comprehensive Support and Improvement.The Dashboard results are based on data collected in the 2023-24 school year.

Identified schools and areas needing improvement are as follows:
Bubb Elementary: Students with Disabilities and Social Economically Disadvantaged Students
Castro Elementary: Hispanic/Latino and Homeless Students
Landels Elementary: Students with Disabilities
Stevenson Elementary: Students with Disabilities

All sites will work with District administrators to develop actions to address areas needing Additional Targeted Support and Improvement or Targeted Support and Improvement. Each school will create an ATSI/TSI plan that will be locally approved and implemented and monitored during the 2025-26 school year.

Learning Recovery and Emergency Block Grant
MVWSD expects to have unexpended LREBG funds for the 2025-26 school year in the amount of $2,743,269. The District plans to spend $615,550 in 2025-26 (Goal 1.14 $279,448 and Goal 6.1 $336,102). The District will continue to have an Early Literacy Team in 2026-27 ($1,215,374) and 2027-28 ($906,177) and will utilize remaining LREBG funds for this purpose. Funds will be fully expended in 2027-28.

The District's needs assessment has identified early literacy as a need especially in some schools within the District. At the end of the 2022-23 school year 67% of 2nd graders were reading at grade level (26% at Castro, 51% Monta Loma, 56% Mistral, 58% Theuerkauf) and 14% of 2nd graders were reading at the Kindergarten level (44% at Castro, 23% at Monta Loma, 18% Mistral). Without strong foundational skills students are unable or struggle with the shift from learning to read to reading to learn from 2nd to 3rd grade. The District convened an Early Literacy Team (Action 1.14) which consists of 6 reading intervention teachers that support 4 school sites with the highest needs for intervention in foundational literacy skills. Additionally, the Literacy Team spends 40% of time working with students from Castro School, which has the highest needs in the District (Action 6.1). Teachers are trained in the Orton-Gillingham instructional approach and provide small group reading instruction over the course of the school year.. Student progress will be monitored closely and staff assigned to meet needs as they arise. At the end of the 2023-24 school year, i-Ready data showed that early literacy achievement increased across the four schools particularly for students who are ELs, SEDs, and Hispanic/Latino:
+9% Castro
+18% Monta Loma
+10% Theuerkauf

+2% Mistral (Students are learning to read in two languages)
-83% Castro Kindergarten students proficient by end of year

This data led the District to add one additional school, Vargas for the 2024-25 school year. Actions 1.14 and 6.1 align with the allowable uses of funds in the area of accelerating progress to close learning gaps through the implementation, expansion, or enhancement of evidence-based learning supports, such as: Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff. Metrics 1.18 and 1.19 were added in 2025-26 to further monitor the progress of students receiving literacy intervention. The District will continue to utilize the Early Literacy Team in 2025-26 to provide reading intervention at five schools. The only change is that due to staffing changes, the program will not have a dedicated Director, instead the program will be overseen by the Director of Curriculum, Instruction, and Assessment who previously held the Early Literacy Director position.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

The district was identified as eligible for Differentiated Assistance based on the 2023 California Dashboard for outcomes for Homeless Students in academics and Suspension Rate. The District was also identified for Students with Disabilities for Suspension Rate and Chronic Absenteeism. The district was identified as eligible for Differentiated Assistance based on the 2024 California Dashboard for for Homeless Students for academics and Suspension Rate as well as for outcomes for Students with Disabilities in academics and suspension

These trends are also reflected in the results of the District's local academic assessments as well as in local suspension and chronic absenteeism data and academic data.
In partnership with the Santa Clara County Office of Education, MVWSD engaged in several improvement efforts to investigate and address areas of identified need including:
-Conducted an in depth analysis of quantitative and qualitative data to determine root causes of students' Chronic Absenteeism, Suspension and academic challenges.
-Identified several evidence-based practices/interventions to address identified challenges.
-"Tested" several practices/interventions to determine if they have a positive impact in 2024-25 and developed new/revised practices/interventions for 2025-26
-Developed an implementation and monitoring plan for 2025-26 as reflected in the LCAP
Actions intended to monitor and address academic challenges for Homeless Students are included in Goal 1 (Actions 1.1, 1.5, 1.13, 1.14, and 1.18) and for Students with Disabilities (Actions 1.1, 1.5, 1.12, 1.13, and 1.14). Actions to monitor and address attendance challenges and suspension rates for Homeless Students and Students with Disabilities are included in Goal 2 (Actions 2.1, 2.3, 2.4, 2.5, and 2.10) and Goal 3 (Action 1). The Santa Clara County Office of Education will assist MVWSD with implementation in 2025-26 and provide additional technical assistance as needed.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

No schools in MVWSD are eligible for comprehensive support and improvement.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

No schools in MVWSD are eligible for comprehensive support and improvement.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

No schools in MVWSD are eligible for comprehensive support and improvement.

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
Engaging Educational Partners	In fall of 2020, MVWSD began the process of developing the 2021-2024 Local Control Accountability Plan (LCAP). The LCAP was developed in tandem with the District's Strategic Plan 2027 (SP2027). The new six-year SP2027, will align with two cycles of the District's LCAP to ensure that district initiatives and work is aligned, focused and targeted. Both SP2027 and the LCAP will build on and expand the former plans' successes and areas of need for students.
MVWSD Board of Trustees	On January 30, 2025 the District updated the Board of Trustees on the timeline for the completion of the 2024-25 LCAP and annual update. Additionally, District staff has provided updates to the Board on the following items related to the District's LCAP as they are large initiatives that are also aligned to the District's Strategic Plan 2027. The District's Strategic Plan was developed to align with 2 cycles of the District's LCAP and was informed by staff and stakeholders over the course of the 2020-21 school year. CAASPP Results: November 7, 2024 i-Ready Reading and Math Results : September 19, 2024 and January 16, 2025 California Dashboard: January 16, 2025 Literacy and Dyslexia Plan: October 17, 2024 and April 3, 2025 and April 24, 2025 Early Literacy: September 5, 2024 and March 20, 2025

Educational Partner(s)	Process for Engagement
	Equity Scorecard: September 19, 2024 LCAP Mid-Year Update: February 13, 2025 Social Emotional Learning Curriculum Adoption/Counselors: September 5, 2024, January 30, 2025, May 8, 20225 and May 29, 2025 Math Programming and Adoption Process: October 3, 2024 and May 29, 2025 Special Education Update: April 3, 2025 Update on English Language Learner Programs: April 3, 2025 MVWSD+ Update (Expanded Learning Opportunities Program): April 24, 2025 Reimagining Castro Update: May 8, 2025 The LCAP will be presented for Public Hearing at the May 29, 2025 meeting of the Board of Trustees and for final approval on June 12, 2025.
District English Learner Advisory Council (DELAC):	The District's English Language Advisory Committee was provided with information about the District's LCAP development on 01/27/25 At this meeting DELAC members were updated on the LCAP survey and how to access it when released. They provided input on the District LCAP on 5/19/25. Written responses to DELAC member questions and comments were provided to the group on May XX, 2025.
District Advisory Council	The District's Advisory Council was provided the opportunity to give input on the District's LCAP on May 21, 2025. Written responses to member questions and comments were provided on May XX,2025. One member of the District Advisory Committee is a parent of a Student with a Disability.
Site Staff and Students	The District shared LCAP timeline and survey information with site stakeholders including certificated and classified staff (including site administrators and principals), bargaining unit members and students in January and February 2025. Dedicated time was provided for these

Educational Partner(s)	Process for Engagement
	groups to take the Districts annual LCAP/Climate survey during the school day. California Dashboard results were also shared during this timeframe. Bubb Elementary School - LCAP and Survey Certificated Staff: 1/2925, Classified Staff: 1/29/25, Students: Week of 2/3/25 Results of the California Dashboard Staff: 1/15/25 Castro Elementary School - LCAP and Survey Certificated Staff: 2/12/25, Classified Staff: 2/6/25, Students: Week of 2/3/25 Results of the California Dashboard 1/30/25 Crittenden Middle School - LCAP and Survey Certificated and Classified Staff: 2/8/24 Students: 2/4/25 Results of the California Dashboard Staff: 1/30/25 Graham Middle School - LCAP and Survey Certificated and Classified Staff: 2/525 Students: 2/14/25 Results of the California Dashboard Staff: 2/5/25 Imai Elementary School - LCAP and Survey Certificated Staff: 1/29/25, Classified Staff: 1/29/25, Students: Week of 2/3/25 Results of the California Dashboard Staff: 1/29/25 Landels Elementary School - LCAP and Survey Certificated Staff 1/29/25, Classified Staff 1/30/25, Students: Week of 2/3/25 Results of the California Dashboard Staff: 1/9/25

Educational Partner(s)	Process for Engagement
	Mistral Elementary School - LCAP and Survey Certificated and Classified Staff: 1/29/25 Students: Week of 2/3/25 Results of the California Dashboard Staff: 3/5/25 Monta Loma Elementary School - LCAP and Survey Certificated Staff: 1/29/25 and Classified Staff: 1/93025, Students: Week of 2/3/25 Results of the California Dashboard Staff: 1/22/25 Stevenson Elementary School - LCAP and Survey Certificated 2/5/25, Classified Staff: 2/5/25, Students: 2/3/25 and 2/4/25 Results of the California Dashboard Staff: 1/15/25 Theuerkauf Elementary School - LCAP and Survey Certificated Staff: 2/5/25, Classified Staff: 1/29/25, and Students Week of 2/3/25 Results of the California Dashboard 1/22/25 Vargas Elementary School - LCAP and Survey Certificated 1/29/25, Classified Staff: 1/29/25, Students: Week of 2/3/25 Results of the California Dashboard Staff: 1/29/25
Students	In addition to having students take the LCAP/Climate survey during the school day, the District also solicited input from students enrolled in the Leadership Classes at each middle school. The Leadership classes serve as the District's student advisory body. Input was taken on May 22 at Crittenden and May 21 at Graham. These input sessions were posted in accorcance with the Green Act. Written responses were provided and posted on May XX for Crittenden and Graham.

Educational Partner(s)	Process for Engagement
Site Advisory Groups and Parents	The District shared LCAP timeline and survey information with site advisory groups and parents in January and February 2025. Support was provided to parents to take the District's annual LCAP/Climate Survey. California Dashboard results were also shared during this timeframe. Bubb Elementary School - LCAP and Survey ELAC: 2/10/25, SSC: 2/10/25 Results of the California Dashboard ELAC: 2/10/25 SSC: 1/23/25 Other: 1/24/25 Castro Elementary School - LCAP and Survey ELAC: 2/10/25, SSC: 2/10/25 Results of the California Dashboard ELAC: 1/23/25, SSC: 1/23/25 Other: Principal's Coffee 1/31/25 Crittenden Middle School - LCAP and Survey ELAC: 3/6/25, SSC: 3/6/25 Results of the California Dashboard SSC: 3/6/25 ELAC: 2/5/25 and 3/6/25 Other: PTA/Principal's Coffee: 2/7/25 Graham Middle School - LCAP and Survey ELAC: 3/6/25, SSC: 1/28/25 Results of the California Dashboard SSC: 1/28/25 ELAC: 3/6/25, Other: 2/7/25 Imai Elementary School - LCAP and Survey ELAC: 2/13/25 SSC:2/13/25 Results of the California Dashboard SSC: 1/23/25 ELAC: 2/13/25 Other: Principal's Coffee: 1/17/25 Landels Elementary School - LCAP and Survey ELAC: 1/29/25, SSC:1/27/25 Results of the California Dashboard SSC: 12/16/24 ELAC: 1/8/25 Other: Principal's Coffee: 1/8/25 Mistral Elementary School - LCAP and Survey

Educational Partner(s)	Process for Engagement
	ELAC: 2/12/25, SSC: 2/4/25 Results of the California Dashboard SSC: 3/4/25 ELAC: 2/12/25 Other: Principal's Cafecito: 3/5/25 Monta Loma Elementary School - LCAP and Survey ELAC: 2/3/25, SSC: 2/4/25 Results of the California Dashboard SSC: 3/4/25 ELAC: 2/3/25 Other: Principal's Coffee: 1/31/25 Stevenson Elementary School - LCAP and Survey ELAC: 2/3/25, SSC: 2/4/25 Results of the California Dashboard SSC: 1/21/25 ELAC: 2/3/25 Theuerkauf Elementary School - LCAP and Survey ELAC: 1/31/25, SSC: 1/27/25 Results of the California Dashboard SSC:1/27/25 ELAC: 1/31/25 Vargas Elementary School - LCAP and Survey ELAC: 1/31/25, SSC: 2/3/25 Results of the California Dashboard SSC: 2/3/25 ELAC: 1/31/25 Other: Principal's Coffee: 1/31/25
Annual LCAP/Climate Survey	The annual LCAP/Climate survey was open to stakeholders from January 27, 2025 through February 14, 2025. The Survey was sent out in English and Spanish. This year the District will continue to implement changes made in spring 2024 which resulted in higher response rates. Last year's changes included:. Spring 2024 Parents and students received a unique link for the survey. One link per family and one link per student. Students took the survey during the school day. This allowed the District to encourage families that had not taken the survey to do so during the administration window and support sites with knowing which students still needed to complete the survey. Responses were confidential. This also

Educational Partner(s)	Process for Engagement
	eliminated more demographic questions that were able to pre-populate with District data. Parents with multiple children were asked to respond based on their experiences with their child with their birthday earliest in the calendar year. The District received 3,192 total responses to the survey which is a decrease from 3,752 from 2024. The breakdown is as follows: Parents: 1,222 in 2025 which was a decrease from 1,288 in 2024 Staff: 448 staff in 2025 which was a decrease of one respondent from 449 in 2024 Students grades 4 - 8: 1,522 in 2025 which was a decrease from 2,015 in 2024 Parent and student response rates were lower than in 2024. Staff rates were the same. One-hundred thirty-three parents of students with Disabilities and 386 parents of students who qualified for Free or reduced price lunch took the Survey in spring 2025 compared to 127 parents of students with Disabilities and 392 parents of students who qualified for Free or reduced price lunch took the Survey in spring 2024. One-hundred forty-three parents of English Learners took the survey in spring 2025 as compared to 127 in spring 2024. MVWSD has been partnering with Hanover Research to conduct the survey each year since 2016. With only minor changes to the survey each year Hanover performs cross-tabulations of survey results across years (2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024 and 2025) and highlights statistically significant and meaningful differences across years. This is very important as the District creates the LCAP. On May 29, 2025 the District provided an overview of the LCAP survey results to the Board of Trustees.
District Bargaining Units	In addition to Bargaining unit members having time to complete the LCAP survey during the work day, the District meets weekly with unit

Educational Partner(s)	Process for Engagement
	representatives to discuss issues and concerns including those related to the LCAP and solicits input and feedback.
SELPA Review	The LCAP was reviewed by representatives from the SELPA on May 15, 2025. One-hundred thirty-three families of students with Disabilities responded to the Districts LCAP/Climate survey in spring 2025.
Posting for Public Comment on Website	Additionally, MVWSD posted the LCAP for public comment on the website with the supporting presentation to encourage additional feedback. Posting for public comment on District website: May 19, 2025 through May 24, 2025: XX members of the public commented on the LCAP. Written responses were provided and posted on the District's website on May XX, 2025.
Board of Trustees	On May 29, 2025 the LCAP was presented for public hearing and final feedback from the Board of Trustees and members of the public. The District responded in writing to the comments made during the public hearing and posted them to the District website on June XX, 2025. On June 12, 2025 the LCAP was presented for approval. The Board of Trustees approved the LCAP on June 12, 2025.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Feedback from Educational Partners is the foundation for the District's Strategic Plan 2027 and Local Control Accountability Plan. Feedback led directly to the following action/services in each goal area or the revision of actions/services as listed below.

Goal 1
LCAP/Climate survey data indicates that 87% (-1 Percentage Point (PP) from spring 2024) of parents and 53% (-9 PP from 2024) of staff report students are on track for the next academic year. One action for the 2024-25 school year was the continued development and implementation of the District's Multi Tiered System of Support (MTSS) (Goal 1, Action 13). Over the course of the 2024-25 school year a MTSS team was planning to launch MVWSD's MTSS website that was intended to include a data dashboard and protocols for Universal

Data Cycles (UDC), Coordination of Services Team (COST,) and Student Study Team (SST) to improve access and use of data to support the Whole Child. This action was delayed due to staffing changes and is currently being updated to be ready for 2025-26. This was frustrating for staff and led to inconsistencies in implementation of MTSS processes that were in place in 2023-24. Staff was able to Implement an updated version of MVWSD's Strategies and Interventions Matrix that included the addition of universal assessments available to teachers to assess specific areas of student learning and match specific strategies and interventions. A revised Universal Data Protocol Process was implemented. Coaches and site administrators identified data needs for grade levels and teams developed instructional plans. This will lessen the preparation time for teachers, allowing for more focused time on lessons and instruction. In 2025-26 the District will implement the updated website and will consider the feasibility of purchasing a new data platform that combines the ability to house the District's data as well as coordinate the District's COST, SST and Data Protocol Processes. The District anticipates that these steps will lead to improved student outcomes thus preparing students for the next academic year.

An essential component of the District's MTSS is the Response to Instruction (RTI) process (Goal 1, Action 5). RTI builds time into school schedules for students to receive intervention or enrichment as needed. At the elementary level, each site has dedicated STEAM teachers that provide instruction to students and allows classroom teachers to work with small groups of students. At the middle school level, students who need intervention are given an RTI period in their schedule. RTI benefits students because its data-driven instruction and regular progress monitoring help tailor instruction to what students need. Results from the District's LCAP/Climate survey over the past several years indicate that parents have been very or completely satisfied with the support their child receives in Response to Instruction: 2022 62%, 2023 67%, 2024 68%, and 2025 66% although the District will revisit the types of enrichment and extension offered during RTI as only 55% of parents are satisfied with the resources and support high performing students are receiving. RTI will continue in 2025-26 and daily schedules will continue to adapted at Castro Elementary and Mistral Elementary to allow for longer uninterrupted instructional blocks to support student needs as well as to allow for teachers to have additional support during math blocks.

The District is increasing the allocation of Instructional Coaches from 2024-2025 to support teachers in improving instructional practice (Goal 1, Action 1) and (Goal 1, Action 12 - SPED coach). Seventy-eight percent (+2 from spring 2024 of teachers agreed or strongly agreed that instructional coaches help them improve their practice. All elementary schools will have a 1.0 FTE coach and the two middle schools will share 4.0 FTE (1.0 English Language Arts, 1.0 Math, 1.0 Social Studies, and 1.0 Science). The English Language Development and newcomers coach will also be maintained in 2025-26 and The District will add a 1.0 FTE Special Education Coach. The Special Education Coach will focus on supporting teachers new to Special Education with instructional practices and the development of IEPs among other things (Goal 1, Action 12). This action has been put in place in part to address the fact that only 62% of parents reported feeling satisfied that their students receive the necessary resources and support. Site based coaches will continue working with their site principal(s) to disaggregate data and determine instructional groupings of kids in Response to Intervention (Goal 1, Action 5). This will allow teachers more time to plan lessons that can address gaps in knowledge. They also will be trained in Orton-Gillingham reading intervention strategies and spend up to 40% of their time working with small groups of students to address gaps in literacy. This change will ensure that students at all sites will have access to researched based reading intervention, which has been a concern across the MVWSD community.

The English Language Development Coach will continue to work directly with Castro, Crittenden and Vargas to address red indicators in English Learner Progress or in ELA and Math for English Language Learners. The coach will support teams to ensure that Designated and Integrated English Language Development is consistently and effectively delivered (Goal 1, Actions 8 and 10) and support sites with the use of the interim English Learner Proficiency Assessments for California (ELPAC) are administered, analyzed and results used to refine instruction (Goal 1, Action 16).

Sixty-four percent (+5 from spring 2024) of staff and 67% of parents (+1 from 2024) agree or strongly agree that underperforming students do not get the support they need. This coupled with the need to improve academic outcomes for students especially at our lower performing schools has led the District to continue to support an Early Literacy Team (Goal 1, Action 14). The purpose of the team is to provide resources and personnel to address the needs of students in foundational skills. For 2025-26 the team has been restructured to include 6 reading intervention teachers supporting Vargas, Monta Loma, Theuerkauf, Castro and Mistral. Teachers will conduct small group reading instruction over the course of the school year. Student progress will be monitored closely and staff assigned to meet needs as they arise. The program will no longer have a Director and will instead be overseen by the Director of Curriculum, Instruction and Assessment who will also ensure that the site based coaches are trained to provide reading intervention.

The District adopted new English Language Arts Curriculum that was implemented in 2024-25. The curriculum was based on the Science of Reading and was chosen as it will address many of the Districts needs, including providing strong foundational literacy skills so that by third grade students are reading to learn and not still learning to read. For 2025-26, the District will replace this action with a new action: Mathematics Programming and Curriculum Adoption. The District's math curriculum is outdated and it's assessments and middle school pathway placement criteria needs to be reviewed and possibly revised. Both of these actions were/are necessary as the District looks to improve outcomes for all students and address perceptions by parents and staff from the spring 2025 LCAP/Climate Survey that their school offers challenging classes (61% of parents agreed or strongly agreed) and staff perceptions that students are on track for the next academic year (53% agreed or strongly agreed).

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Goal 2

Parents who responded to the District's LCAP/Climate survey generally find their children have positive school environments, though improvements can still be made. Eighty-one percent (+1 from spring 2024) of parents and 76% (+3 from spring 2024) of staff agreed or strongly agreed that students receive the Social Emotional support they need. Lower percentages of students indicate their school focuses on student's character - 61% (+3 from spring 2024) and only 57% (+5 from spring 2024) of students agree or strongly agree that students get along with each other and respect their differences. The District will continue to expand and implement the plan of action for social emotional learning which was first developed during the 2021-22 school year as part of the District's Strategic Plan 2027. The District will be recommending a new Social Emotional Learning plan and curriculum in May 2025.(Goal 2, Action 9). The District will also continue to have School Counselors for all school sites and will add a Mental Health Specialist to support intensive student mental Health needs primarily at the district's middle schools as well as look to increase mental health services through contracted services and interns pending identified needs in fall 2025.

Each site will have one counselor except for Graham (2) and Castro (1 + 0.5 in the Wellness Center) The counselors will play a critical role in addressing the varied needs of students at school sites and delivering Social Emotional Learning Lessons in 2025-26 (Goal 2, Action 10).

The continued addition of counselors along with the work of the District's Differentiated Assistance/Behavior Team is also anticipated to support the District in efforts to decrease chronic absenteeism and suspension rates. Sixty-nine percent (+5 from spring 2024) of students agreed or strongly agreed that they feel safe at school and only 71% (+4 from spring 2024) agreed or strongly agreed that there are clear and fair consequences for breaking rules at my school. Additionally, 80% of students agreed or strongly agreed that they have a trusted adult at school but only 60% of students feel that they are treated fairly at school. The Behavior Team is conducting 'Listening and Learning Tours in the 2024-25 school year to understand existing behavior support practices at school sites. The information gathered will help guide the shift towards alternatives to suspension and preventative measures for the 2025-26 school year (Goal 2, Action 5). The Differentiated

Assistance Team will continue work started in 2024-25 and also work to develop a plan for adopting a a comprehensive Restorative Practices approach districtwide (Goal 2, Action 4).

While not directly informed from feedback from community partners, the District is continuing to specifically address disproportionality. At the end of the 2023-24 school year MVWSD exited significant disproportionality for the over identification of Hispanic students with a specific learning disability. However, at the same time MVWSD was identified as being disproportionate for suspensions of Hispanic students with Disabilities over 10 days with a threshold of 5.08. In 2024-25 the District continues to be disproportionate in these two categories with the following thresholds:
-Hispanic students with a specific learning disability - 3.12
-Suspensions of Hispanic students with Disabilities over 10 days - 4.88
Actions 2.4 (Suspension Rates), 2.5 (Supporting Student Behavior), and 2.10 (Counselors) as well as actions 1.1 (Instructional Coaches, 1.5 (Reponse to Instruction, 1.12 (Supports for Students with Disabilities, 1.13 (Multi-Tiered System of Support), and 1.14 (Early Literacy Team).

Goal 3
Stakeholder responses on the LCAP/Climate survey continue to support having School and Community Engagement Facilitators (Goal 3, Action 1). On the District's LCAP/Climate survey 86% (+5 from spring 2024) of staff agree or strongly agree that School and Community Engagement Facilitators are effective in encouraging parent/guardian involvement at my school. Additionally, 90% of respondents who are parents/guardians of students who are English Learners agreed or strongly agreed that Community Engagement Facilitators have encouraged their involvement in school events and overall 79% (+1 from spring 2024) of parents agreed or strongly agreed that School and Community Engagement Facilitators encourage parent involvement in school. Additionally, the decrease in chronic absenteeism rates for homeless students by 7% can also be attributed to the outreach done by our SCEF team. In 2025-26 due to the increasing needs and number of families identifying as homeless the District will continue to have an additional SCEF specific to supporting this group of families across the District. The SCEF team will also continue to monitor attendance of Students with Disabilities along with Homeless students.

The District will continue its focus on Equity although Equity work will be facilitated by a District principal. For the 25-26 school year, Equity work will include
1. Development and implementation of the district's culture and climate program #BetterTogether. The annual theme will be One World: Many Voices and include a digital matrix of learning targets and activities along with supporting literature provided to sites.
2. Formation and facilitation of quarterly District Equity Advisory Committee meetings. These meetings will include participants from multiple stakeholder groups including Board members, parents, district leaders, teachers, and classified staff members. The advisory committee will provide feedback to the Superintendent and/or designee around issues of equity and inclusion in the district.
3. Continued consultation with Superintendent or designee on Equitable Access to Choice Programs in the district. This consultation will relate to the implementation and revision of the choice program lottery and/or supports provided to schools to ensure equitable access for families.
4. Professional development on issues related to healthy school culture and climate for both students and staff upon request. These may include training sessions about addressing equity in data conversations, bias in the discipline process and creating welcoming environments for special groups.

Eighty-seven percent (-1 from spring 2024) of staff and 91% (same as spring 2024) of parents agreed or strongly agreed that students from different cultural backgrounds become friends. 80% (+4 from spring 2023) of parents, 70% (+1 from spring 2023) of staff and 57% (+5 from

spring 2024) of students agreed or strongly agreed that students get along with each other and respect each other's differences indicating there is still work to be done.

Additionally, the District will continue to work to improve communication and increase parent engagement. The District wants to streamline and differentiate communication streams so parents get information that more closely matches their family attributes and communication preferences. Forty-seven percent of parents agreed or strongly agreed on the District's LCAP/Climate Survey that they get the information they need about their child's school/MVWSD. Twenty-three percent still indicated that what they want to know is mixed in with information that does not apply to them. In 2025-26 staff will continue to research two platforms - ParentSquare and My PowerHub and determine whether another school pilot is feasible. In Spring 2026, MVWSD will have made a decision on whether to continue to exploring a new communications system, or hold with present vendor, SchoolMessenger. Seventy-Six percent of parents agreed or strongly agreed on the District's LCAP/Climate Survey that they are very or completely satisfied with Parent University (+7 from spring 2024) indicating a need to continue this program.

Goal 4
Staff who responded to the LCAP/Climate survey indicate there has been improvement when it comes to receiving and giving feedback in schools. Seventy-nine percent (+12 from spring 2024) of staff indicate administrators listen to their suggestions and recommendations and 77% (+6) from spring 2024. agreed or strongly agreed that they receive an appropriate amount of feedback on their work. However, lower percentages of staff feel they have a say in decision-making at their school (65% - +12 from spring 2024). Additionally, only 32% (+2 from spring 2024) agreed or strongly agreed that they were satisfied with the professional development provided by the District. The District collected data in spring 2024 on satisfaction with professional development provided in 2023-24 Districtwide and by site, how the District can better support staff professional development needs, professional goals staff have for advancement in the future and what support is needed for them to accomplish these goals. Results were analyzed in summer 2024. (Goal 4, Action 2) and painted a different picture. Seventy-six percent of teachers surveyed felt that Collaboration after training was highly effective. This validates the District's current practice of providing teachers directed planning and collaboration time a part of dedicated professional development days. The survey will be given again at the end of the 2024-25 school year and the District will utilize the results to help inform the development of a Professional Development Framework that will outline the District's approach to enhance employees individual's skills, knowledge, and career progression

Goal 5
Only 35% of students indicated their school is clean on the LCAP/Climate survey. In order to improve and maintain the cleanliness, safety, and functionality of all school sites by implementing bi-monthly inspections using methods aligned with the State of California Facility Inspection Tool (FIT). Inspections will be conducted at each school, reviewing all playgrounds and restrooms, along with a rotating sample of classrooms to ensure every room is inspected at least twice per year. These inspections will help proactively identify areas needing attention ahead of the annual FIT evaluations, ensuring our campuses remain safe, clean, and fully functional for students, staff, and the community Staff is also going to conduct focus groups with students to better understand their concerns with cleanliness and address them. (Goal 5, Action 1). While 86% of parents agree or strongly agree that their child has adequate access to technology at school, the District knows that not all students have reliable access to the internet at home. The District will continue to implement MVWSDConnect (Goal 5, Action 3). MVWSDConnect is the District's project to ensure all students have access to the Internet at home. The District is investing in Citizens Broadband Radio Service (CBRS) equipment in order to extend the range of the District's network as much as 3/4 of a mile from the school

site allowing students to access the Internet from their home. In 2024-25, the department will continue to provide routers and Chromebooks to students who need Internet access at home that will allow them to access the CBRS network.

Goal 6
The actions in this goal are additional supports put in place to improve outcomes for students and Castro School. The actions implemented in 2024-25 are a part of the District's Reimagining Castro Plan which was developed in 2023-24 by a team of stakeholders in the District. This team solicited input from staff and community and also visited schools that had successful programs for students similar to those at Castro School. In 2025-26, Staff will focus on continuing to refine actions from year 1 of the plan and is placing actions in year 2 on hold. Castro will continue to implement a daily schedule. The schedule will have 50 minute blocks for instruction, common breaks for grades 1-5 and allow for cross grade level Response to Instruction each day. The new schedule will also allow for team teaching in math (Goal 6, Action 7). Based on input collected from students Castro will shift to Second Chance Breakfast and provide snacks for all classrooms for students if they come to school hungry in the morning or throughout the day. Castro will also continue to utilize a site-based data team which will include the Principal, instructional coach, reading intervention specialist, ELD TOSA, and dedicated Newcomer teacher (Goal 6, Action 9). This team will analyze data and develop student groupings for Response to Instruction and English Language Development so that teachers can focus on planning and providing instruction. The District will also supplement the Wellness center counselor (Goal 6, Action 4) with a District hired counselor (Goal 6, Action 5) and partner with Playworks to provided onsite staffing and support for recess and lunch (Goal 6, Action 10). The District is adding a 0.5 FTE Assistant Principal at Castro in 2025-26 to allow the principal to focus on instructional leadership and support with the supervision of all the additional support staff on site.

SELPA Review and Input
The SELPA reviewed the District's LCAP on May 15, 2025 and provided feedback. The District incorporated the following SELPA suggestions into the LCAP:

General Information - Added 13% of students are identified as SWD

Action 6.3: Added SWD as group being served by this action.

Goals and Actions

Goal

Goal #	Description	Type of Goal
1	Develop and Implement effective and consistent instructional practices that meet the needs of all students.	Broad Goal

State Priorities addressed by this goal.

Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

It is important to develop a districtwide program for effective instruction that defines high quality, culturally relevant teaching strategies. Through this responsive teaching we can stimulate students' cognitive development and create students that are flexible thinkers. When the tools and strategies developed blend together, they create the social, emotional, and cognitive conditions that accelerates learning for all students. Additionally, this program will ensure a coherent approach to instruction rather than introducing a series of unrelated new instructional initiatives.

This goal aligns to the District's SP2027 Goal 1 and State Priorities 2,4,7, and 8

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	Priority 4 - Student Achievement CAASPP Results - ELA	2022-23 64% of students met or exceeded standards in ELA in spring 2023. The following are the percentages of students in each significant subgroup that met or	2023-24 62% of students met or exceeded standards in ELA in spring 2024. The following are the		Percentage of students who will meet or exceed standards in ELA in spring 2026 Overall 75% Socio Economically	Overall: -2 Percentage Points (PP) Socio Economically Disadvantaged (SED) -3 PP

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		exceeded standards in ELA in spring 2023: Socio Economically Disadvantaged (SED) - 31% English Language Learners (ELL) - 9% Reclassified Fluent English Proficient (RFEP) - 62% Long-Term English Learners(LTEL) - 4% Students With Disabilities (SWD) -27% Homeless - 12% Hispanic/Latino - 33% Asian - 90% White - 83% Crittenden Middle School - Percent of students who met or exceeded standards in ELA in spring 2023 ELL: 7% Graham Middle School - Percent of students who met or exceeded standards in ELA in spring 2023 ELL - 3% Homeless - 9% Socio-Economically Disadvantaged - 25% Hispanic - 25%	percentages of students in each significant student group that met or exceeded standards in ELA in spring 2024: Socio Economically Disadvantaged (SED) -28% English Language Learners (ELL) - 9% Reclassified Fluent English Proficient (RFEP) - 60% Long-Term English Learners(LTEL) - 5% Students With Disabilities (SWD) - 24% Homeless - 14% Hispanic/Latino - 31% Asian - 88% White - 80% Crittenden Middle School - Percent of students who met or exceeded		Disadvantaged (SED) - 51% English Language Learners (ELL) - 28% Reclassified Fluent English Proficient (RFEP) - 73% Long-Term English Learners(LTEL) - 31% Students With Disabilities (SWD) -49% Homeless - 38% Hispanic/Latino - 53% Asian - 93% White - 88% Crittenden Middle School - Percent of students who will met or exceeded standards in ELA in spring 2026 ELL: 34.9% Graham Middle School - Percent of students who will met or exceeded standards in ELA in spring 2026	English Language Learners (ELL) - 0 PP Reclassified Fluent English Proficient (RFEP) -2 PP Long-Term English Learners(LTEL) +1 PP Students With Disabilities (SWD) -3 PP Homeless +2 PP Hispanic/Latino -2 PP Asian -2 PP White -3 PP Crittenden Middle School: ELL: +1 PP Graham Middle School: ELL -1 PP

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			standards in ELA in spring 2024 ELL: 8% Graham Middle School • Percent of students who met or exceeded standards in ELA in spring 2024: ELL - 2% Homeless - 9% Socio-Economically Disadvantaged - 24% Hispanic - 25%		ELL - 32% Homeless - 36% Socio-Economically Disadvantaged - 47% Hispanic - 47%	Homeless -0 PP Socio-Economically Disadvantaged -1 PP Hispanic - 0 PP
1.2	Priority 4 - Student Achievement CAASPP Results - Math	2022-23 58% of students met or exceeded standards in math in spring 2023. The following are the percentages of students in each significant subgroup that met or exceeded standards in math in spring 2023: Socio Economically Disadvantaged (SED) - 23% English Language Learners (ELL) - 11%	2023-24 58% of students met or exceeded standards in math in spring 2024. The following are the percentages of students in each significant subgroup that met or exceeded standards in math in spring 2024:		Percentage of students who will meet or exceed standards in Math in spring 2026 Overall 70% Socio Economically Disadvantaged (SED) - 46% English Language Learners (ELL) - 38%	Overall: 0 Percentage Points (PP) Socio Economically Disadvantaged (SED) -2 PP English Language Learners (ELL) - 0 PP Reclassified Fluent English Proficient (RFEP) 0 PP

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Reclassified Fluent English Proficient (RFEP) - 52% Long-Term English Learners(LTEL) - 2% Students With Disabilities (SWD) -23% Homeless - 9% Hispanic/Latino - 23% Asian - 89% White - 78% Crittenden Middle School - Percent of students who met or exceeded standards in math in spring 2023 ELL: 4% Graham Middle School - Percent of students who met or exceeded standards in math in spring 2023 ELL - 3% Homeless - 6% Socio-Economically Disadvantaged - 18% Hispanic - 17%	Socio Economically Disadvantaged (SED) - 21% English Language Learners (ELL) - 11% Reclassified Fluent English Proficient (RFEP) - 52% Long-Term English Learners(LTEL) - 2% Students With Disabilities (SWD) - 24% Homeless - 8% Hispanic/Latino - 22% Asian - 89% White - 80% Crittenden Middle School - Percent of students who met or exceeded standards in math in spring 2024 ELL: 6% Graham Middle School - Percent of students who met or exceeded standards in math in spring 2024: ELL - 4%		Reclassified Fluent English Proficient (RFEP) - 67% Long-Term English Learners(LTEL) - 31% Students With Disabilities (SWD) - 46% Homeless - 36% Hispanic/Latino - 46% Asian - 92% White - 84% Crittenden Middle School - Percent of students who will met or exceeded standards in ELA in spring 2026 ELL: 33% Graham Middle School - Percent of students who will met or exceeded standards in ELA in spring 2026 ELL - 32% Homeless - 34% Socio-Economically	Long-Term English Learners(LTEL) 0 PP Students With Disabilities (SWD) +1 PP Homeless -1 PP Hispanic/Latino -1 PP Asian 0 PP White +2 PP Crittenden Middle School: ELL: +2 PP Graham Middle School: ELL +1 PP Homeless -3 PP Socio-Economically Disadvantaged 0 PP

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			Homeless - 3% Socio-Economically Disadvantaged - 18% Hispanic - 17%		Disadvantaged - 41% Hispanic - 41%	Hispanic - 0 PP
1.3	Priority 4 - Student Achievement CAASPP Results - Science	2022-23 55% of students met or exceeded standards in Science in spring 2023. The following are the percentages of students in each significant student group that met or exceeded standards in Science in spring 2023: Socio Economically Disadvantaged (SED) - 21% English Language Learners (ELL) - 3% Reclassified Fluent English Proficient (RFEP) - 44% Long-Term English Learners(LTEL) - 11% Students With Disabilities (SWD) - 21% Hispanic/Latino - 24% Asian - 83% White - 75%	2023-24 54% of students met or exceeded standards in Science in spring 2024. The following are the percentages of students in each significant student group that met or exceeded standards in Science in spring 2024: Socio Economically Disadvantaged (SED) -22% English Language Learners (ELL) - 6% Reclassified Fluent English Proficient (RFEP) - 45% Long-Term English Learners(LTEL) - 0%		Percentage of students who will meet or exceed standards in Science in spring 2026 Overall 68% Socio Economically Disadvantaged (SED) - 44% English Language Learners (ELL) - 32% Reclassified Fluent English Proficient (RFEP) - 64% Long-Term English Learners(LTEL) - 38% Students With Disabilities (SWD) - 44% Hispanic/Latino - 46% Asian - 88% White - 82%	Overall: -1 Percentage Points (PP) Socio Economically Disadvantaged (SED) +1 PP English Language Learners (ELL) - +3 PP Reclassified Fluent English Proficient (RFEP) +1 PP Long-Term English Learners(LTEL) - 11 PP Students With Disabilities (SWD) +2 PP Hispanic/Latino 0 PP Asian -5 PP White -2 PP

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			Students With Disabilities (SWD) - 23% Hispanic/Latino - 24% Asian - 78% White - 73%			
1.4	English Learner Progress - California Dashboard	California Dashboard 2023 District: 53.7% of English Learners are making progress toward English Language Proficiency Vargas: 44% of English Learners are making progress toward English Language Proficiency	California Dashboard 2024 District: 51.5% of English Learners are making progress toward English Language Proficiency Vargas: 45.6% of English Learners are making progress toward English Language Proficiency		California Dashboard 2026 District: 69% of English Learners are making progress toward English Language Proficiency Vargas: 57% of English Learners are making progress toward English Language Proficiency.	California Dashboard 2024 District -2.2 Percentage Points (PP) Vargas +1.6 PP
1.5	Priority 4 - Student Achievement Reclassification Rate	October 2023 : 14.95%	October 2024: 11.8%		October 2026 20%	October 2024: -3.15 Percentage Points (PP)
1.6	Percentage of Long Term English Learners	Spring 2024: 2.8% of EL students are Long Term English Learners Initial Rate 2.8% of EL students are Long Term English Learners	Spring 2025: 6.6%% of EL students are Long Term English Learners		Spring 2027: Original Desired Outcome: 1.5% of EL students will be classified as Long	Spring 2025: +0.9 Percentage Points (PP) using corrected rate.

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		(Spring 2024) Corrected Rate: 5.7% of EL students are Long Term English Learners (Spring 2024)			Term English Learners Adjusted Desired Outcome: 4.5% of EL students will be classified as Long Term English Learners	
1.7	Priority 2 - Implementation of State Standards - Rubric scores on the Academic Content Standards Self Reflection Tool Rubric	2023-24 The District had all 4's and 5's on the Self Reflection tool for implementation of state standards.	2024-25 The District had all 4's and 5's on the Self Reflection tool for implementation of state standards.		June 2027 Obtain rubric scores of at least 4 on all areas of the Academic Content Standards Self Reflection Tool Rubric	2024-25 No change from baseline. All ratings were the same as in 2023-24.
1.8	Priority 7 - Course Access Percentage of students in grades 1-8 that have access to a Broad Course of Study including Low-income, Foster Youth, English Language Learners and Students with Disabilities	2023-24 100% of students had access to a broad course of study based on data from the District's student information system	2024-25 100% of students had access to a broad course of study based on data from the District's student information system		Spring 2027 100% of students will have access to a broad course of study based on data from the District's student information system.	2024-25 0 Percentage Points (PP)
1.9	i-Ready Reading	Diagnostic 2 2023-24 58% of students met or exceeded standards in	Diagnostic 2 2024-25		Diagnostic 2 2026-27 Overall 70%	Overall: +1 Percentage Points (PP)

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		reading on iReady Diagnostic 2 The following are the percentages of students in each significant student group that met or exceeded standards in Reading on Diagnostic 2: Socio Economically Disadvantaged (SED) - 22% English Language Learners (ELL) 12% Reclassified Fluent English Proficient (RFEP) - 59% Long-Term English Learners(LTEL) - 3% Students With Disabilities (SWD) 26% Homeless - 8% Hispanic/Latino - 27% Asian - 82% White - 74 % Crittenden Middle School - Percent of who will met or exceeded standards in Reading on diagnostic 2 Reading: ELL - 0%	59% of students met or exceeded standards in reading on iReady Diagnostic The following are the percentages of students in each significant student group that met or exceeded standards in Reading on Diagnostic 2: Socio Economically Disadvantaged (SED) - 22% English Language Learners (ELL) - 16% Reclassified Fluent English Proficient (RFEP) - 61% Long-Term English Learners(LTEL) - 1% Students With Disabilities (SWD) - 27% Homeless - 8% Hispanic/Latino - 27% Asian - 84% White - 77%		Socio Economically Disadvantaged (SED) - 45% English Language Learners (ELL) - 38% Reclassified Fluent English Proficient (RFEP) - 71% Long-Term English Learners(LTEL) - 32% Students With Disabilities (SWD) - 48% Homeless - 36% Hispanic/Latino - 49% Asian - 86% White - 82% Crittenden Middle School - Percent of students who will met or exceeded standards in Reading on diagnostic 2 Reading: ELL - 30% Graham Middle School - Percent of students who will met or exceeded	Socio Economically Disadvantaged (SED) 0 PP English Language Learners (ELL) +4 PP Reclassified Fluent English Proficient (RFEP) +2 PP Long-Term English Learners(LTEL) -2 PP Students With Disabilities (SWD) +1 PP Homeless 0 PP Hispanic/Latino 0 PP Asian +2 PP White +3 PP Crittenden Middle School: ELL: +6 PP

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Graham Middle School - Percent of students who will met or exceeded standards in Reading on diagnostic 2 ELL - 1% Homeless - 4% Socio-Economically Disadvantaged - 20% Hispanic - 20%	Crittenden Middle School - Percent of who met or exceeded standards in Reading on diagnostic 2 Reading: ELL - 6% Graham Middle School - Percent of students who met or exceed standards in Reading on diagnostic 2: ELL - 3% Homeless - 9% Socio-Economically Disadvantaged - 17% Hispanic - 20%		standards in Reading on diagnostic 2 ELL - 31% Homeless - 32% Socio-Economically Disadvantaged - 44% Hispanic - 44%	Graham Middle School: ELL +2 PP Homeless +5 PP Socio-Economically Disadvantaged -3 PP Hispanic - 0 PP
1.10	I-Ready Reading - percentage of students who made 1 year's growth	Diagnostic 2 2023-24 39% of students made one year's growth in reading as of Diagnostic 2	Diagnostic 2 2024-25 39% of students made one year's growth in reading as of Diagnostic 2		Diagnostic 2 2026-27 100% of students will make 1 year's growth	Diagnostic 2 2024-25: 0 Percentage Points (PP)

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.11	i-Ready math	Diagnostic 2 2023-24 52% of students met or exceeded standards in Math on iReady Diagnostic 2 The following are the percentages of students in each significant student group that met or exceeded standards in Math on Diagnostic 2: Socio Economically Disadvantaged (SED) - 15% English Language Learners (ELL) 11% Reclassified Fluent English Proficient (RFEP) - 53% Long-Term English Learners(LTEL) - 0% Students With Disabilities (SWD) 23% Homeless - 5% Hispanic/Latino - 18% Asian - 81% White - 70% Crittenden Middle School - Percent of students who met or exceeded standards in math on diagnostic 2 ELL: 4%	Diagnostic 2 2024-25 51% of students met or exceeded standards in Math on iReady Diagnostic 2 The following are the percentages of students in each significant student group that met or exceeded standards in Math on Diagnostic 2: Socio Economically Disadvantaged (SED) - 13% English Language Learners (ELL) 11% Reclassified Fluent English Proficient (RFEP) - 52% Long-Term English Learners(LTEL) - 0% Students With Disabilities (SWD) 21% Homeless - 4% Hispanic/Latino - 16% Asian - 81%		Diagnostic 2 2026-27 Overall 66% Socio Economically Disadvantaged (SED) - 40% English Language Learners (ELL) - 38% Reclassified Fluent English Proficient (RFEP) - 67% Long-Term English Learners(LTEL) - 30% Students With Disabilities (SWD) - 46% Homeless - 33% Hispanic/Latino - 43% Asian - 87% White - 80% Crittenden Middle School - Percent of students who met or exceeded standards in math on diagnostic 2 ELL:33% Graham Middle School - Percent of students who met	Overall: -1 Percentage Points (PP) Socio Economically Disadvantaged (SED) -2 PP English Language Learners (ELL) 0 PP Reclassified Fluent English Proficient (RFEP) -1 PP Long-Term English Learners(LTEL) 0 PP Students With Disabilities (SWD) -2 PP Homeless -1 PP Hispanic/Latino -2 PP Asian 0 PP White -1 PP Crittenden Middle School : ELL: +3 PP

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Graham Middle School - Percent of students who met or exceeded standards in math on Diagnostic 2 ELL - 6% Homeless - 5% Socio-Economically Disadvantaged - 16% Hispanic - 17%	White - 69% Crittenden Middle School - Percent of students who met or exceeded standards in math on diagnostic 2: ELL: 7% Graham Middle School - Percent of students who met or exceeded standards in math on Diagnostic 2 ELL - 6% Homeless - 2% Socio-Economically Disadvantaged - 13% Hispanic - 13%		or exceeded standards in math on Diagnostic 2 ELL - 34% Homeless - 35% Socio-Economically Disadvantaged - 41% Hispanic - 42%	Graham Middle School: ELL 0 PP Homeless -3 PP Socio-Economically Disadvantaged -3 PP Hispanic - 4 PP
1.12	i-Ready math - percentage of students who made 1 year's growth	Diagnostic 2 2023-24 28% of students made one yea's growth in math as of Diagnostic 2	Diagnostic 2 2024-25 27% of students made one year's growth in math as of Diagnostic 2		Diagnostic 2 2026-27 100% of students will make 1 year's growth	Diagnostic 2 2024-25: -1 Percentage Point (PP)

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.13	Designated English Language Development Schedules	Initial Metric: 2023-24: 100% of sites submitted master schedules for ELD Revised Metric: 2023-24 100% of sites submitted master schedules for ELD to ensure access to English Language Development Standards and Instruction	2024-25: 100% of sites submitted master schedules for ELD to ensure access to English Language Development Standards and Instruction		Initial Metric: 2026-27: 100% of sites submitted master schedules for ELD Revised Metric: 2026-27 100% of sites submitted master schedules for ELD to ensure access to English Language Development Standards and Instruction	2024-25: 0 Percentage Points (PP)
1.14	Course Access: General Education Participation - Students with Disabilities	2023-24 78.1% of Students with Disabilities participate in general education 80-100% of the time 17.8% of Students with Disabilities participate in general education 0-39% of the time	2024-25 76.2% of Students with Disabilities participate in general education 80-100% of the time. 16.7% of Students with Disabilities participate in general education 0-39% of the time		2026-27 81% of Students with Disabilities are participate in general education 80-100% of the time 14% of Students with Disabilities are participate in general education 0-39% of the time	2024-25 80-100%: -1.9 Percentage Points (PP) 0-39%: -1.1% Percentage Points (PP)
1.15	District Climate/LCAP Survey - Broad Course of Study	82% of parents agreed or strongly agreed on the spring 2024 LCAP/Climate Survey that their child had	82% of parents agreed or strongly agreed on the spring 2025 LCAP/Climate Survey that their		Spring 2027 88% of parents will agree or strongly agree	2025 LCAP/Climate Survey 0 Percentage Points (PP)

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		access to a broad course of study	child had access to a broad course of study			
1.16	Course Access - Services for Socio-Economically Disadvantaged Students, English Learners and Foster Youth	2023-24 67% of Socio-Economically Disadvantaged Students, English Learners and Foster Youth participate in the Expanded Learning Opportunities Program (MVWSD+)	2024-25 64% of Socio-Economically Disadvantaged Students, English Learners and Foster Youth participate in the Expanded Learning Opportunities Program (MVWSD+)		2026-27 75% of Economically Disadvantaged Students, English Learners and Foster Youth participate in the Expanded Learning Opportunities Program (MVWSD+)	2024-25 -3 Percentage Points (PP)
1.17	District Climate/LCAP Survey - Instructional Coaches	Spring 2024 76% of teachers agreed or strongly agreed that instructional coaches help them improve their practice	Spring 2025 78% of teachers agreed or strongly agreed that instructional coaches help them improve their practice		Spring 2027 83% of teachers will agree or strongly agree that instructional coaches help them improve their practice	Spring 2025 +2 Percentage Points (PP)
1.18	Learning Recovery Emergency Block Grant Metric (LREBG) i-Ready Reading Proficiency K-3 - Monta Loma, Theuerkauf, Castro, Mistral and Vargas	Diagnostic 2 2024-25 Monta Loma Kinder - 45% 1st - 53% 2nd - 45% 3rd - 54% Theuerkauf	No data as this is a new metric added for the 2025-26 LCAP.		Diagnostic 2 2026-27 Monta Loma Kinder - 56% 1st - 62% 2nd - 56% 3rd - 65% Theuerkauf	No data as this is a new metric added for the 2025-26 LCAP.

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Kinder - 58% 1st - 63% 2nd - 54% 3rd - 43% Castro Kinder - 45% 1st - 11% 2nd - 9% 3rd - 22% Mistral Kinder - 38% 1st - 30% 2nd - 47% 3rd - 47% Vargas Kinder - 76% 1st - 65% 2nd - 61% 3rd - 67%			Kinder - 66% 1st - 72% 2nd - 63% 3rd - 52% Castro Kinder - 55% 1st - 44% 2nd - 28% 3rd - 38% Mistral Kinder - 50% 1st - 44% 2nd - 57% 3rd - 57% Vargas Kinder - 82% 1st - 72% 2nd - 68% 3rd - 73%	
1.19	Learning Recovery Emergency Block Grant Metric (LREBG) i-Ready Phonics Proficiency K-3 - Monta Loma, Theuerkauf, Castro, Mistral and Vargas	Diagnostic 2 2024-25 Monta Loma Kinder - 55% 1st - 47% 2nd - 48 3rd - 70 Theuerkauf Kinder - 73% 1st - 63% 2nd - 67% 3rd - 67%	No data as this is a new metric added for the 2025-26 LCAP.		Diagnostic 2 2026-27 Monta Loma Kinder - 64% 1st - 57% 2nd - 58 3rd - 76 Theuerkauf Kinder - 80% 1st - 70% 2nd - 73%	No data as this is a new metric added for the 2025-26 LCAP.

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Castro Kinder - 48% 1st - 18% 2nd - 12% 3rd - 32% Mistral Kinder - 52% 1st - 34% 2nd - 53% 3rd - 60% Vargas Kinder - 78% 1st - 63% 2nd - 67% 3rd - 69%			3rd - 73% Castro Kinder - 58% 1st - 35% 2nd - 30% 3rd - 46% Mistral Kinder - 62% 1st - 46% 2nd - 62% 3rd - 68% Vargas Kinder - 82% 1st - 70% 2nd - 73% 3rd - 75%	

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

The District was able to implement most actions as described in Goal 1 during the 2024-25 school year.

Successful Implementation
The District began the school year with a full instructional coaching team (Action 1.1). Each elementary school had a coach, the middle schools shared 4 content specific coaches, and a District coach for English Language Development was hired. Additionally, a technology coach (Action 1.2) was hired and worked to support staff with the use of District technology. The District continued to use SchoolCity as it's data platform to administer classroom assessments and monitor student achievement throughout and across school years (Action 1.3) and iReady was used as the District's diagnostic assessment for grades K-8 three times per year, August, December and May (Action 1.4). The District continued to provide Response to Instruction periods at elementary and middle schools to support student needs. Daily schedules at Castro and Mistral were implemented to allow for longer uninterrupted instructional blocks (Action 1.5). The District provided summer programs including MVWSD+ Summer Camp, Elevate Math, the Valdes Summer Math Institute and Peninsula Bridge Summer session

(Action 1.6)Targeted Student Support Program funds were allocated to all school sites to specifically support improved outcomes for unduplicated students (English Learners, Socio-Economically Disadvantaged and Foster Youth). Expenditures were outlined in School Plans for Student Achievement (Action 1.7).

School Schedules included blocks for Designated English Language Development.Students were regrouped across grade levels by ELPAC levels to receive the 150 minutes/week of instruction in Elementary school or placed in level specific classes in middle school (Action 1.8) Every K-5 teacher had access to a subscription to Reading A-Z and access to Grammar Gallery to supplement Designated English Language Development lessons (Action 1.9). The District continued to train coaches and teachers on best practices for Integrated English Language Development through the Sheltered Instruction Observation Protocol (SIOP) (Action 1.10). The District's Newcomer Teacher Team continued in 2024-25 with four teachers. One teacher specifically supported Castro Elementary school and 3 others supported four other schools including Vargas elementary (Action 1.11) The English Language Development Coach supported this work through December 2024 (Actions 1,8, 1,9, 1,10, and 1.11).

Supports for Students with Disabilities continued with teachers being trained in the District intensive Reading Intervention Program. Co-teaching continued in middle school and in one TK classroom (Action 1.12). Work to continue to expand the District's Multi-Tiered System of Support continued with sites utilizing refined Universal Data Cycle Processes and instructional planning, Coordination of Services Team meetings and Student Success Team Meetings. MVWSDs Strategies and Interventions Matrix was updated (Action 1.13). The Early Literacy Team supported student at 5 sites. The Director of Early Literacy was reassigned as the Director of Curriculum, Instruction and Assessment in January 2025 and kept her oversight of the Early Literacy Team (Action 1.14).

District middle schools continued with an 8-period schedule which allows all students to have access to core subjects, at least one choice elective and Response to Instruction as needed (Action 1.15). All sites administered the Interim English Learner Proficiency Assessments for California (ELPAC) in January 2025 (Action 1.16). The District adopted new Structured Literacy Curriculum, Amplify Core Knowledge Language Arts. In 2024-25 the District trained all Elementary teachers in the use of the new program and provided ongoing Professional Learning Support and coaching (Action 1.17). All Homeless students were prioritized to attend after school programs in 2024-25. District staff conducted outreach to all families who did not respond to invitations multiple times. A monitoring tool was developed and principals did one round of monitoring this year. This will be developed more fully into a protocol for 25-26.

Implementation Challenges
Staffing changes made in January 2025 affected the instructional Coaching team (Action 1.1). The District's EnglishLanguage Development Coach became an Interim Principal and the District's middle school math coach left the District. The District restructured the roles of existing staff to address the gaps instead of trying to hire for the remainder of the school year. The District's MTSS Coordinator was placed as an Interim Principal in December of 2024 which stalled work on the District's new MTSS website. Existing staff roles were restructured so to support MTSS implementation, specifically around Universal Data Cycles, instructional planning, Coordination of Services Team meetings and Student Success Team Meetings (Action 1.13).

Modified Implementation
The District restructure the roles of existing staff to address the gaps on the Instructional Coaching Team (Action 1.1) instead of trying to hire an English Language Development Coach and middle school math coach for the remainder of the school year. Additionally, the English Language Development Coach was only able to support teachers with Designated and Integrated English Language Development and the

Newcomer Team through December 2024 due to her placement as an interim principal in January 2025 (Action 1.8 1.10, and 1.11). She did however hold 10 after school professional development sessions for teachers between December and March. Full implementation of the District's MTSS website was not completed in 2024-25 due to staffing changes in December 2024. The website is being revised for rollout in 2025-26 (Action 1.13). The Director of Early Literacy was reassigned as the Director of Curriculum, Instruction and Assessment in January 2025 and kept her oversight of the Early Literacy Team (Action 1.14).
While all unhoused (homeless) students were prioritized for afterschool, the District piloted tutoring with 38 students from Landels and Vargas. Staff gathered input from principals in order to determine next steps. (Action 1.18).

Non-Implemented Actions:
All actions were implemented at least partially in 2024-25.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Action 1.1: The District's math coach left mid-year and the District ELD Coach was reassigned in January 2025. This decreased estimated actual expenditures for coaches for the 2024-25 school year.
Action 1.2: The salary and benefits costs were higher that planned for the Technology Coach.
Action 1.5: The salary and benefits costs for the Response to Instruction teachers was less than planned.
Action 1.7: Several schools did not spend their funds as they were learning the District's system so expenditures were lower than expected.
Action 1.8: Professional Development was done y District staff so there were no expenditures for this action.
Action 1.12: The District had materials left from the previous year and did not have to purchase as many in 2024-25.
Action 1.16: Training to deliver the interim ELPAC assessment was done by District staff and done on a staff development day so there were no expenditures for this action.
Action 1.17: The actual cost of the District's new English Language Arts Curriculum was less than planned.
Action 1.18: The Tutors that supported students afterschool were volunteers so there were no expenditures for this action.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Action steps in Goal 1 combined to support the District's goal of developing and Implementing effective and consistent instructional practices that meet the needs of all students.

All sites benefitted from having instructional coaches (Action 1) to directly work with teachers on improving instructional practices. The District believes that by investing in solid first teaching gains will be made in closing the achievement gaps that have been widened due to the pandemic and interrupted learning. Teachers agreed or strongly agreed on the District's LCAP/Climate Survey that instructional coaches help them improve their practice (+2 PP) in 2025 compared to 2024.

Math scores on i-Ready were flat although coaches focused on supporting teachers with the implementation of new English Language Arts (ELA) Curriculum - Amplify Core Knowledge. The District made the change to a structured Literacy Curriculum as opposed to a Balanced Literacy Curriculum (Action 1.17). In addition to daily support for teachers at sites, Coaches ran Professional Learning Community meetings

every six weeks to support teachers with planning for ELA instruction. Having instructional coaches in combination with a new Structured Literacy Curriculum - Amplify Core Knowledge (Action 1.17), a dedicated Literacy Team (Action 1.14) who provides researched based reading intervention at six of the District's elementary schools and dedicated time for Response to Instruction at all school sites (Action 1.5) has been effective and led to improved i-Ready reading proficiency across grades K-3. Sixty-six percent of parents agreed or strongly agreed on the District's LCAP/Climate Survey that they are very or completed satisfied with the support their child received in Response to Instruction.

When comparing scores from Diagnostic 2 in 2023 to Diagnostic 2 in 2024 the District saw the following increases: Kindergarten +1 Percentage Points (PP), 1st Grade +9 PP, 2nd Grade +4 PP and 3rd Grade +2 PP. Building strong foundational literacy skills in primary grades should lead to overall improvement in reading at all grades over time. Overall proficiency in Reading increased by one percentage point and Reclassified students (+2) English Learners (+4) and Students with Disabilities (+1) students showed increases. Overall the percentage of students meeting their Annual Typical Growth (ATG) (1 year's growth) on i-Ready in Reading and math was flat when comparing results from Diagnostic 2 in 2023 to Diagnostic 2 in 2024 (Reading 39% - 0 gain/Math 27% -1 PP loss), ATG did improve in First Grade (+4 PP), Second Grade (+1 PP) and Third Grade (+1 PP). Data from the California Dashboard released in November 2024 shows that MVWSD maintained overall Green ratings in ELA and Math. The District anticipates that results of CAASPP assessments in spring of 2025 will also begin to show gains in Reading especially at lower grades. Based on results gained in 2024-25, the District will be adjusting the instructional coach job description to include up to 40% of time spent providing small group, research based reading intervention. Coaches will be trained similarly to the Literacy Team Teachers. This will allow the District to provide reading intervention at all school sites in 2025-26.

The District had a technology coach in 2024-25 (Action 1.2). The Technology Coach had a variety of responsibilities including developing and sending monthly newsletters and weekly tech tips, organizing the MVWSD Film Festival, meeting monthly with the site tech leads, reviewing educational technology programs that are used in the district, managing the student data agreements for educational software, meeting with teachers one-on-one to help them with implementing technology, presenting training on various tools at school staff meetings and developing digital citizenship lessons that we will implement next year. Without a Technology Coach, these tasks would fall to the Tech Department who is tasked with maintaining the District's infrastructure and devices for approximately 5,000 students and 700 staff and do not have an educational background. The work done by the Coach is needed to ensure that the use of technology in classrooms is effective and consistent.

The District has 2 actions that support data collection and analysis (Actions 1.3 and 1.4). The District used i-Ready for diagnostic assessments three times per year - August, December and May. The results were used by sites and District to monitor student progress and identify areas of strength and need across the District. District will also continue to use SchoolCity as the data platform for District assessments and reporting (Action 1.4). School City contains data from i-Ready and other assessments and allows the District to further disaggregate the data to pinpoint areas of need down to the individual student level which is necessary for teachers in order to adjust instruction to meet needs. These tools are also necessary for the Literacy Team as they monitor the progress of students receiving intervention.

The District served approximately 700 students in Summer 2023 (Action 1.6). Programming was provided using Expanded Learning Opportunity Program (ELOP) Funding and included multiple partners (Valdez Summer Math Institute, Elevate Math, Peninsula Bridge

Foundation, Right at School and the YMCA). Without these programs our most underserved students and families would not have access to needed intervention and enrichment or childcare.

Targeted Student Support Funds (Action 1.7) were given to each site to provide direct support and services to English Learners, Socio-Economically Disadvantaged students and Foster Youth (Unduplicated Students). Funding is based on the percentage of Unduplicated Students at each site. Sites spent their funds on items including instructional materials and personnel to address the unique needs of students in these groups and in conjunction with other actions, improve student outcomes. When comparing scores from Diagnostic 2 in 2023 to Diagnostic 2 in 2024 the District saw the following increases: Kindergarten +1 Percentage Points (PP), 1st Grade +9 PP, 2nd Grade +4 PP and 3rd Grade +2 PP. Building strong foundational literacy skills in primary grades should lead to overall improvement in reading at all grades over time. Overall proficiency in Reading increased by one percentage point and Reclassified students (+2) English Learners (+4 and Students with Disabilities (+1) students showed increases. Overall the percentage of students meeting their Annual Typical Growth (ATG) (1 year's growth) on i-Ready in Reading and math was flat when comparing results from Diagnostic 2 in 2023 to Diagnostic 2 in 2024 (Reading 39% - 0 gain/Math 27% -1 PP loss), ATG did improve in First Grade (+4 PP), Second Grade (+1 PP) and Third Grade (+1 PP). The District anticipates that results of CAASPP assessments will also begin to show gains in especially in Reading at lower grades.

Six actions in goal 1 were focused on supporting outcomes from English Language Learners. The District hired a Instructional Coach for English Language Development (ELD)(Action 1.1). The Tosa was responsible for supporting teachers with improving instruction for English Language Learners and newcomer students. The English Language Development coach also trained instructional coaches and provided professional development on the Sheltered Instruction Observation Protocol (SIOP) (Action 1.10) which is the District's research based instructional model designed to meet the needs of English Learners, Reclassified Fluent English Proficient students and Long Term English Language Learners. This year the ELD TOSA, provided over 100 varied meetings with individuals and groups of teachers, other coaches, principals on the topic of improving ELD instruction from August to December. This includes several whole-staff PDs. ELD TOSA also planned and/or facilitated 10 after school professional development sessions for teachers between December and March. All English Learners were regrouped across grade levels by ELPAC levels to receive the 150 minutes/week of instruction in Elementary school or be placed in level specific classes in middle school (Action 1.8). All elementary teachers were provided access to supplemental materials Grammar Gallery and Reading A to Z to better support instruction during ELD time (Action 1.9). The District will still provide subscriptions to supplemental materials in 2025-26 and will revisit what is provided as reduced usage and funding may require a change to programs offered. The District provided direct support for 135 newcomer students across 5 elementary schools in 2024-25 with 1.0 FTE being dedicated to support newcomers at Castro School which has the largest number across the District (52 students served). Weekly data collected showed that students gained in their ability to use one-word phrases to express needs or answer questions. Approximately 15 students were exited from this support over the course of the year. All sites administered the Interim ELPAC in January of 2025. Next year, the District will administer of the interim ELPAC once in fall and once in winter in order to make instructional adjustments. The combination of these actions are effective and results from i-Ready Reading show that Reclassified students increased (+2 PP) English Learners (+4 PP) on diagnostic 2 this year as compared to diagnostic 2 in 2023. Additionally, i-Ready reading proficiency for English Learners at target schools increased on diagnostic 2 this year as compared to diagnostic 2 in 2023: Crittenden (+6 PP), Castro (+3 PP) and Vargas (+6 PP). The District did see a decrease in Reclassification rate from 14.95% to 11.8% between October 2023 and October 2024. Additionally only 51.5% of students are making progress toward English Proficiency Districtwide as compared to 53.7% as indicated on the California Dashboard although target schools, Vargas (+1.6 PP), Crittenden (+4 PP) and Castro (+1.1 PP) all saw increases.

Action 1.12 is directly designed to support Students with Disabilities. The District provided intensive reading curriculum and trained Special Education teachers all schools to better support students with building foundational reading skills in addition to support provided through the Reading Intervention team (Action 1.14) The District continued to implement co-taught classes in English Language Arts and mathematics at both middle schools and at one elementary school. Overall i-Ready results were mixed for Students with Disabilities (Reading +1 PP and Math -2 PP). Six of 11 schools showed gains in reading proficiency for Students with Disabilities including Castro (+5 PP), Graham (+1 PP) MIstral (+5 PP) Stevenson (+12 PP) and Theuerkauf (+7 PP) while only Bubb showed gains in math (+5 PP). More time is needed to determine effectiveness of the current reading intervention curriculum and programming changes are being implemented in 2025-26 to allow more time for the use of this curriculum. In 2025-26 the District will be piloting Learning Center models at several school sites and will determine whether they are more effective than Co-Teaching. Learning Centers allow students to receive instruction alongside general education peers instead of in self contained classrooms. The District will also be adding Social Resource Programs at two schools to better support students in general education with Autism. A Special Education Coach is also going to be added in 2025-26 with the primary responsibility of mentoring new teachers in Special Education.

The District continued expanding and refining the Multi-Tiered System on Support (MTSS) (Action 1.13). Sites utilized refined processes for Universal Data Cycle Processes and instructional planning, Coordination of Services Team meetings and Student Success Team Meetings. MVWSDs Strategies and Interventions Matrix was updated. Work on the MTSS website was not completed and is in process to be ready for 2025-26. The MTSS Coordinator was assigned an Interim Principal Role in November 2024 and other staff was reassigned to support sites with MTSS processes and implementation. Work needs to continue to refine the District's MTSS to ensure students receive the necessary supports to ensure success academically, socially, and emotionally. While it was difficult to compile data in 2024-25 due to issues around the website development this action has proven to be effective in that the District was able to exit Significant Disproportionality for over identifying Hispanic/Latino students with a specific learning disability which is due in part to the systems put in place within the MTSS. The District will further analyze the MTSS data over the summer of 2025 and provide results as a part of the 2025-26 annual update.

The District continued to implement an 8-period day at both middle schools (Action 1.15). This schedule allows for all students to be enrolled in a Broad Course of Study and that underrepresented students have access to, and are enrolled in, programs and services developed and provided for low income, English learner, foster youth, and Students with Disabilities. The 8-period day allows all students to have access to core subjects, at least one choice elective and Response to Instruction as needed. The schedule also ensures that English Learners, Long Term English Learners and Newcomers have access to English Language Development instruction as appropriate and Students with Disabilities have access to co-taught classes and or instructional support as needed. Eighty-eight percent of parent respondents at Crittenden and 86% at Graham agreed or strongly agreed that their child has access to a broad ranges of subjects at school on the District's spring 2025 LCAP/Climate Survey.

All unhoused (Homeless) students were prioritized to attend after school programs in 2024-25 (Action 1.18). District staff conducted outreach to all families who did not respond to invitations multiple times. A monitoring tool was developed and principals did one round of monitoring this year. This will be implemented in 2025-26.The District prioritized all unhoused (homeless) students for afterschool programs and tutoring in the 2024-25 school year. Staff also piloted tutoring with 38 students from Landels and Vargas. The feedback from principals was that there were many logistical hurdles and limitations for after school tutoring - tutors could only do certain times of the week, and often only 1-2 times a week, they didn't have the access to teachers that they needed (despite various efforts to try to do this) and the support/communication from the after school providers was spotty. Based on this feedback, the District didn't expand it to other schools this year. The District is unable to determine the effectiveness of this action after only one year of implementation. The District's Differentiated

Assistance Team has been focusing on addressing the chronic absenteeism rates for this group of students. In 2022 42.7% of unhoused students were chronically absent and that number has been reduced to 25% in 2024. Additionally, the number of students in this group has fluctuated over time. In 2023 the District had 325 unhoused students compared to 201 currently. The District will review spring 2025 CAASPP results although based on the tutoring feedback does not expect to see improved outcomes. Staff will be reconsidering how to take advantage of in school and after school time to shore up academics for unhoused students.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

The District added Metrics 1.18 and 1.19 as additional measures of the effectiveness of the Literacy Team which is paid for out of the Learning Recovery Emergency Block Grant.

Metric 1.6: The percentage of Long Term English Learners was incorrectly reported for Spring 2024 as 2.8% of EL students are Long Term English Learners. The correct rate should have been 5.7% of EL students are Long Term English Learners (Spring 2024). This Metric was corrected. Additionally, due to the incorrect baseline, the Original Desired Outcome: 1.5% of EL students will be classified as Long Term English Learners
was amended. The Adjusted Desired Outcome: 4.5% of EL students will be classified as Long Term English Learners.

Corrected Rate: 5.7% of EL students are Long Term English Learners (Spring 2024)

Metric 1:13: Baseline metric was updated to provide more clarity on why the District collects Designated English Language Arts Schedules
Initial Metric: 2023-24: 100% of sites submitted master schedules for ELD
Revised Metric: 2023-24 100% of sites submitted master schedules for ELD to ensure access to English Language Development Standards and Instruction

Metric 1.13: The Year 3 Outcome metric was updated to provide more clarity on why the District collects Designated English Language Arts Schedules
Initial Metric: 2026-27: 100% of sites submitted master schedules for ELD
Revised Metric: 2026-27 100% of sites submitted master schedules for ELD to ensure access to English Language Development Standards and Instruction

Metric 1.18: The District added the following metric - i-Ready Reading Proficiency K-3 - Monta Loma, Theuerkauf, Castro, Mistral and Vargas to further measure progress of students receiving services from the early literacy team (Action 1.15) which is funded by the Learning Recovery and Emergency block Grant.

Metric 1.19: The District added the following metric - i-Ready Phonics Proficiency K-3 - Monta Loma, Theuerkauf, Castro, Mistral and Vargas to further measure progress of students receiving services from the early literacy team (Action 1.15) which is funded by the Learning Recovery and Emergency block Grant.

Action 1.1: Instructional Coaches - Based on results gained in 2024-25, the District will be adjusting the instructional coach job description to include up to 40% of time spent providing small group, research based reading intervention. Coaches will be trained similarly to the Literacy Team Teachers. This will allow the District to provide reading intervention at all school sites in 2025-26.

Action 1.9: All elementary teachers were provided access to supplemental materials Grammar Gallery and Reading A to Z to better support instruction during ELD time in 2025-26. The District will still provide subscriptions to supplemental materials in 2025-26 and will revisit what is provided as reduced usage and funding may require a change to programs offered.

Action 1.11: The District will hire three elementary newcomer teachers. Once will be dedicated to supporting students at Castro and the other two will be assigned based on the percentages of newcomers at each site at the beginning of the school year. Each middle school will have at least one transitional English Language Arts class to support newcomers. This action was reworded to be more clear for community partners.

Action 1.12: Supports for Students with Disabilities - While the District will continue to provide Co-Taught classes at the District's middle schools, staff will pilot a Learning Center Model at three sites. Learning Centers provide students with more independent and self-directed learning opportunities and focus on individual or small group work to address student needs. Additionally, the District will also be adding Social Resource Programs at two schools to better support students in general education with Autism. A Special Education Coach is also going to be added in 2025-26 with the primary responsibility of mentoring new teachers in Special Education.

Action 1.13: Multi-Tiered System of Support - The District will focus on the development, implementation and refinement of the MTSS website in 2025-26. This work was stalled in 2024-25 due to staffing adjustments. The MTSS Coordinator was placed in an Interim Principal role in November 2024 and not all of the coordinator responsibilities could be backfilled for the remainder of 2024-25.

Action 1.15: Early Literacy Team - In 2024-25 the Early Literacy Team was overseen by the Director of Early Literacy. In December 2024, the District made staff adjustments and the Director of Early Literacy assumed the role of Director of Curriculum, Instruction and Assessment and maintained oversight of the Early Literacy Team. The Director of Early Literacy position will be eliminated. Additionally, the action language will be clarified to be clear that the funds used for this program are from the Learning Recovery Emergency Block Grant.

Action 1.17: New Language Arts Curriculum - The District adopted new English Language Arts Curriculum - Amplify in May of 2025. The District will continue to implement and monitor student progress and this action will be removed since it is complete. The District will replace this action for 2025-26 as the District will be convening a committee to review, pilot and recommend new mathematics materials for adoption.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Instructional Coaches	Provide 1.0 FTE Instructional coach for each elementary school and 1.0 FTE instructional coach for each of the following subjects in middle school: Social Studies, Science, English Language Arts and mathematics. The two middle schools will share. in 2025-26 the coaches role has been adjusted and now in addition to coaching teachers to improve instruction, they will also spend up to 40% of their time conducting reading intervention. Coaches will be trained in research based strategies. The District will also continue to have a 1.0 FTE English Language Development coach to specifically support teachers with improving instruction for English Language Learners and newcomer students. The English Language Development coach will also train instructional coaches and provide professional development on the Sheltered Instruction Observation Protocol (SIOP) which is the District's research based instructional model designed to meet the needs of English Learners, Reclassified Fluent English Proficient students and Long Term English Language Learners. Research indicates that coaching is an essential component of an effective professional development program. Coaching builds will, skill, knowledge, and capacity for all teachers. Instructional coaches is one action that will specifically support the following schools and student groups that had red indicators on the 2023 California Dashboard by supporting teachers to provide effective and data based instructional practices: District Homeless Students in ELA and Math Schools Castro English Language Arts School Student Groups Vargas English Learner Progress Crittenden English Language Learners in ELA and/or Math	$3,108,241.00	Yes

Action #	Title	Description	Total Funds	Contributing
		Graham English Language Learners, Hispanic, Socio-Economically Disadvantaged and Homeless students in ELA and/or Math Castro English Lerners, Hispanic and Socio-Economically Disadvantaged students in ELA and/or math		
1.2	Technology Coach	This District will continue to hire 1.0 technology coach to support staff with the use of District technology platforms for instruction as well as daily tasks.	$178,423.00	No
1.3	Data Platform - SchoolCity	The District will continue to use SchoolCity to administer classroom assessments and monitor student achievement throughout and across school years. SchoolCity allows teachers to see how their students are performing and to use that information to personalize instruction and provide additional support.	$38,100.00	No
1.4	iReady Assessment	Continue to utilize iReady as the District's diagnostic assessment for grades K-8 three times per year, August, December and May. These assessments help teachers identify what students know and can do in different domains to support their students' learning. Results are disaggregated after each administration, shared with the community and individual reports are sent to parents/guardians. Disaggregating results helps teachers and staff to adjust instruction to better support student needs, specifically students needing reteaching or enrichment and Students with Disabilities.	$0.00	No
1.5	Response to Instruction	In order to improve academic outcomes specifically for Hispanic, Socio-Economically Disadvantaged, Homeless, Students with Disabilities and English Language Learners and Long Term English Language Learners	$2,430,228.00	Yes

Action #	Title	Description	Total Funds	Contributing
		the District will continue to implement and refine the District's Response to Instruction process. At the elementary level, each site has dedicated STEAM teachers that provide instruction to students and allow classroom teachers to work with small groups of students to meet intervention or enrichment needs. At the middle school level, students who need intervention are given an RTI period in their schedule. RTI benefits students because its' data-driven instruction and regular progress monitoring help tailor instruction to what students need. Daily schedules will continue to be adapted at Castro Elementary and Mistral Elementary to allow for longer uninterrupted instructional blocks to support student needs as well as to allow for teachers to have additional teacher support during math blocks. The District will revisit the enrichment/extension blocks that occur during Response to Instruction in an effort to better support high achieving students. The RTI process is one action that will specifically support the following schools and student groups that had red indicators on the 2023 California Dashboard: District Homeless Students in ELA and Math Schools Castro English Language Arts Vargas English Learner Progress School Student Groups Crittenden English Language Learners in ELA and/or Math Graham English Language Learners, Hispanic, Socio-Economically Disadvantaged and Homeless students in ELA and/or Math Castro English Lerners, Hispanic and Socio-Economically Disadvantaged students in ELA and/or math		

Action #	Title	Description	Total Funds	Contributing
1.6	Summer Programming	The District will provide a variety of summer programs through the Expanded Learning Opportunities Program. In Summer 2025 MVWSD will provide students access to the following programs: MVWSD+ Summer Camp, operated by YMCA and Right at School Elevate Math Valdes Summer Math Institute Peninsula Bridge Summer	$257,000.00	No
1.7	Targeted Student Support Funding	The District will allocates each school funds to support target students - English Learners, Foster Youth and Socio-Economically Disadvantaged students. Allocations are based on each sites' unduplicated count and are used to provide supplemental programs to improve student outcomes.	$354,538.00	Yes
1.8	Designated English Language Development - English Learners and Long Term English Learners	Maintain existing Designated English Language Development expectations: 150 min/week of explicit language development time for every student, clearly outlined on each school's schedule. Continue to provide support to sites through the English Language Development coach and staff to refine Designated English Language instruction. Schedules and instructional practices will be monitored in order to highlight best practices that can be replicated across the District. In 2025-26 all students will continue to be regrouped across grade levels by ELPAC levels to receive the 150 minutes/week of instruction in Elementary school or be placed in level specific classes in middle school. Specific focus will be places on ensuring consistent schedules and coaching and supporting teachers at Castro, Vargas and Crittenden at least monthly due to the following red indicators on the 2023 Dashboard: Castro - ELA and Math English Learners Vargas - English Learner Progress Crittenden - ELA and Math for English Learners	$25,000.00	No

Action #	Title	Description	Total Funds	Contributing
		Designated English Language Development instruction focuses on English Learners developing the language skills needed to learn content taught in English and develop academic proficiency.		
1.9	Designated English Language Development - English Learners and Long Term English Learners	Provide every K-5 teacher access to supplemental curriculum to support Designated English Language Development lessons. These subscriptions provide additional tools and materials teachers need to help students build their oral language, reading, and writing skills and achieve academic language proficiency in addition to the English Language Development component of the District's English Language Arts Curriculum and strategies used through the Sheltered Instruction Observation Protocol (SIOP).	$25,000.00	No
1.10	Integrated English Language Development - English Learners and Long Term English Learners	The District will continue to train coaches and teachers on best practices for Integrated English Language Development into all subject areas as demonstrated by evidence of key Sheltered Instruction Observation Protocol (SIOP) strategies in every classroom. This expectation will be supported by the English Language Development Coach through district and site professional development as well as regular integrated ELD walkthroughs/feedback sessions for teachers by district and site administrators.. Specific focus will be placed on ensuring consistent Implementation and coaching of teachers at Castro, Vargas and Crittenden at least monthly due to the following red indicators on the Dashboard: Castro - ELA and Math for English Learners Vargas - English Learner Progress Crittenden - ELA and Math for English Learners	$25,000.00	No

Action #	Title	Description	Total Funds	Contributing
1.11	English Language Learners - Newcomer Students	The District will continue to implement year 3 of its newcomer plan including the hiring of three elementary Newcomer teachers to be shared amongst the elementary schools to provide targeted instruction for students who are just beginning to learn English. These teachers will be directly supported by the English Language Development Coach. One elementary newcomer teacher will be dedicated to supporting students at Castro School where English Learner Progress increased +1.1 (PP) based on results of the 2023 California Dashboard. Vargas school will also have support due to a red indicator for English Learner Progress on the 2023California Dashboard. The other two elementary newcomer teachers will be assigned to the other elementary sites with the highest number of newcomer students based on data collected at the beginning of the 2025-26 school year. In addition, the middle schools will offer sections of Transitional Language Arts classes especially tailored for the needs of middle school newcomer students. Funding for this is part of regular staff allocations at middle school and not reflected in this action's expenditures. This action will also specifically support English Learners who are newcomers at Crittenden build skills in English to help them begin to access content instruction.	$537,027.00	No
1.12	Supports for Students with Disabilities - Differentiated Assistance	Curriculum: The District will continue to provide a research based, intensive reading curriculum to all schools to better support the building of foundational reading skills for Students with Disabilities. This is in addition to support provided through the Reading Intervention team (Action 1.14). The curriculum will be taught three days per week. Teachers will use identified progress monitoring systems within the curriculum to make adjustments to instruction. Teachers will be retrained in the use of the curriculum in summer 2025 as needed.	$4,000.00	No

Action #	Title	Description	Total Funds	Contributing
		Co-Teaching The District will continue to implement co-taught classes in English Language Arts and mathematics at both middle schools. Learning Centers In 2025-26 the District will be piloting Learning Center models at several school sites and will determine whether they are more effective than Co-Teaching. Learning Centers allow students to receive instruction alongside general education peers instead of in self contained classrooms. Social Resource Program The District will also be adding Social Resource Programs at two schools to better support students in general education with Autism. Special Education Coach The District will add a 1.0 FTE Special Education Coach whose primary role will be to support new teachers in Special Education, work with teachers on instructional practices and the development and implementation of Individualized Education Programs (IEPS) Dyslexia Clinic: In Summer 2025, the District will be providing small group reading intervention for approximately 40 students. Students will receive research-based intervention in groups of three, five hours per week by trained teachers.		
1.13	Multi Tiered System of Support	The District will continue to expand the Multi-Tiered System of Support. A comprehensive MTSS will allow the District to improve academic, social emotional and behavioral outcomes for all students and specifically for Hispanic, Socio-Economically Disadvantaged, Homeless, Students with Disabilities and English Language Learners and Long Term English Language Learners In 2025-26 the District will: 1. Re-launch MVWSD's MTSS website that will include protocols for data and information collection, Coordination of Services Team meetings (COST), and Student Success Team meetings to improve access and use of data to support the Whole Child.	$0.00	No

Action #	Title	Description	Total Funds	Contributing
		2. Explore the feasibility of continuing to use a District generated website or purchasing a new data and MTSS management platform. This action is part of regular staff responsibilities - no expenditures. District Homeless Students in ELA and Math Schools Castro English Language Arts Vargas English Learner Progress School Student Groups Crittenden English Language Learners in ELA and Math Graham English Language Learners, Hispanic, Socio-Economically Disadvantaged and Homeless students in ELA and/or Math Castro English Lerners, Hispanic and Socio-Economically Disadvantaged students in ELA and/or math		
1.14	Early Literacy Team	Learning Recovery Emergency Block Grant (LREBG) Action For the 2025-26 school year, the District is continuing to support early learners through the early literacy team. The team includes 6 reading intervention teachers with oversight by the Director of Curriculum, Instruction and Assessment as part of her regular duties. The team will continue to provide direct support to the students at Castro, Mistral, Monta Loma, Theuerkauf and Vargas. Teachers will conduct small group reading instruction over the course of the school year. Student progress will be monitored closely and staff assigned to meet needs as they arise.	$679,448.00	No

Action #	Title	Description	Total Funds	Contributing
		The District's needs assessment has identified early literacy as a need especially in some schools within the District. At the end of the 2022-23 school year 67% of 2nd graders were reading at grade level (26% at Castro, 51% Monta Loma, 56% Mistral, 58% Theuerkauf) and 14% of 2nd graders were reading at the Kindergarten level (44% at Castro, 23% at Monta Loma, 18% Mistral). The need is also substantiated through results from the 2024 Dashboard where student groups (Hispanic/Latino, English Leaners and Socio-economically disadvantaged students at these schools have low or very low ratings in English Language Arts. Without strong foundational skills students are unable or struggle with the shift from learning to read to reading to learn from 2nd to 3rd grade. Metrics 1.18 and 1.19 The District plans to spend $615,550 in 2025-26 (Goal 1.14 $279,448 and Goal 6.1 $336,102). The District will continue to have an Early Literacy Team in 2026-27 ($1,215,374) and 2027-28 ($906,177) and will utilize remaining LREBG funds for this purpose. Funds will be fully expended in 2027-28. Additionally, training will be provided to all coaches in research based early literacy strategies and provide up to 40% of their day doing small group reading intervention effectively expanding early literacy support to all sites (See Goal 1 Action 1). Homeless students at these sites will be prioritized for additional instruction and their progress monitored closely by staff including the District's McKinney-Vento liaisons who work directly with our families identifying as Homeless.		
1.15	Course Access	Eight-Period Middle School Schedule The District wants all students to be enrolled in a Broad Course of Study. Additionally, the District wants to ensure that underrepresented students have access to, and are enrolled in, programs and services developed and provided for low income, English learner, foster youth, and Students with Disabilities.	$0.00	No

Action #	Title	Description	Total Funds	Contributing
		The District will continue to implemented a 8-period schedule at both middle schools which allows all students to have access to core subjects, at least one choice elective and Response to Instruction as needed. The schedule also ensures that English Learners, Long Term English Learners and Newcomers have access to English Language Development instruction as appropriate and Students with Disabilities have access to co-taught classes and or instructional support as needed. This action is part of regular staff responsibilities and staffing - no expenditures.		
1.16	ELPAC Interim Assessments - English Language Learners and Long Term English Language Learners	In 2025-26 teachers and site staff will administer the ELPAC interim assessment. Sites will give the assessment once in fall and once in winter and analyze the results and make instructional adjustments to English Language Development instruction. Specific focus will be places on supporting teachers at Vargas and Crittenden with the assessment, analysis and instructional shifts due to red indicators on the 2023 Dashboard: Castro - ELA and Math for English Learners Vargas - English Learner Progress Crittenden - ELA and Math for English Learners	$5,000.00	No
1.17	Mathematics Programming and Curriculum Adoption	The District will be convening a Mathematics Adoption Committed in fall 2025 to begin the process to review, pilot and recommend new math materials for grades K-8. The committee will also review overall mathematics programming, middle school pathways, placement criteria and assessments. This process will continue in 2026-27.	$4,920.00	No
1.18	Addressing Academic Outcomes	In 2025-26 Homeless students will continue to be prioritized to attend after school programs.. The District will implement the progress monitoring	$10,000.00	No

Action #	Title	Description	Total Funds	Contributing
	for Homeless Students in ELA/Math - Differentiated Assistance	system developed in 2024-25 for all Homeless students which lists the specific interventions being provided at each site or by the District as well allow for shifts in supports if progress is not being made. In 2025-26 Staff will be reconsidering how to take advantage of in school and after school time to shore up academics for unhoused students and develop options for 2026-27. The Differentiated Assistance Team will continue to work to develop additional interventions in 2024-25 as part of ongoing work to address the needs of this student group.		

Goals and Actions

Goal

Goal #	Description	Type of Goal
2	Develop and implement programs and processes to equitably and effectively support students' social-emotional health and behavior.	Broad Goal

State Priorities addressed by this goal.

Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

The Collaborative for Academic and Social Emotional Learning meta-analysis of 2011 indicates that Social-Emotional Learning instruction with fidelity has demonstrated an average of 11 percentage-point increase in student achievement as measured on standardized assessments. Data from the Coalition on Positive Behavior Intervention and Supports, National Center for School Mental Health, and National Center for Safe and Supportive Schools indicates school districts implementing equitable practices and processes for social-emotional and behavioral health have seen out of school and out of classroom disciplinary actions drop up to 25% of year 1 of a 5 year implementation process. Social emotional learning increases self-awareness, academic achievement, and positive behaviors both in and out of the classroom. Research shows that the health of students is linked to their academic achievement. By working together, the various sectors can ensure that every young person in every school in every community is healthy, safe, engaged, supported, and challenged. Additionally, evidence shows suspension isn't effective in changing a student's behavior and can affect their wellbeing. A growing body of research shows suspension increases the likelihood of failing school and dropping out as well as contact with the criminal justice system This goal is aligned to SP 2027 Goal Area 2 and State Priorities 5 and 6.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	State Priority 5 School Attendance Rates	Spring 2024 District – 95.0% Bubb Elementary – 95.6% Castro Elementary – 93.3% Crittenden Middle – 94.7%	Spring 2025 District – 94.9% Bubb Elementary – 95.8% Castro Elementary – 93.2% Crittenden Middle – 94.6%		Spring 2027 Increase to 97% average daily attendance overall and for all schools	Spring 2025 District -.1 Percentage Points (PP) Bubb Elementary +.2 PP Castro Elementary -.1 PP

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Graham Middle - 95.1% Imai Elementary - 96.0% Landels Elementary - 94.5 Mistral Elementary - 94.7% Monta Loma Elementary - 94.8% Stevenson Elementary - 96.3% Theuerkauf Elementary - 94.5% Vargas Elementary - 95.3%	Graham Middle - 93.9% Imai Elementary - 95.9% Landels Elementary - 94.7% Mistral Elementary - 95.4% Monta Loma Elementary - 94.3% Stevenson Elementary - 96.0% Theuerkauf Elementary - 95.2% Vargas Elementary - 95.8%			Crittenden Middle -.1 PP Graham Middle - 1.2 PP Imai Elementary - .1PP Landels Elementary +.2PP Mistral Elementary +.7PP Monta Loma Elem -0.5PP Stevenson Elementary -0.3 PP Theuerkauf Elementary +.7PP Vargas Elementary +.5PP
2.2	State Priority 5 Chronic Absenteeism Rates	2022-23 California Dashboard Chronic Absenteeism rates were published in December 2023. Overall - 15.6% English Learners - 23.1% Homeless - 32% Socioeconomically Disadvantaged - 25.6% Students with Disabilities - 28.6% African American - 18.3%	2023-24 California Dashboard Chronic Absenteeism rates were published in December 2024. Overall - 11.6% English Learners - 17.4% Homeless - 24.8% Socioeconomically Disadvantaged - 20.8% Students with Disabilities - 19.9%		2025-26 California Dashboard Chronic Absenteeism rates published in Fall 2026 Overall - 6.6% English Learners - 9.3% Homeless - 12.8% Socioeconomically Disadvantaged - 10.6% Students with Disabilities - 11.8%	2023-24 California Dashboard Overall -4 Percentage Points (PP) English Learners - 5.7 PP Homeless - 7.2 PP Socioeconomically Disadvantaged - 4.8 PP Students with Disabilities - 8.7 PP

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Asian - 6.4% Filipino - 13.5% Hispanic/Latino - 24.7% Two or More Races - 8.9% White - 11.9% Pacific Islander - No Performance Rating Graham Middle School Homeless - 34.7% Landels Elementary English Learners - 25.5% Students with Disabilities - 33.3%	African American - 19.6% Asian - 4.1% Filipino - 7.1% Hispanic/Latino - 19.3% Two or More Races - 5% White - 8.4% Pacific Islander - No Performance Rating Graham Middle School Homeless - 27.8% Landels Elementary English Learners - 17% Students with Disabilities - 33.3%		African American - 7.5% Asian - 3.4% Filipino - 5.7% Hispanic/Latino - 10.3% Two or More Races - White - 5.3% Pacific Islander - No Performance Rating Graham Middle School Homeless - 14.3% Landels Elementary English Learners - 13% Students with Disabilities - 13.5%	African American +1.3 PP Asian - 2.3 PP Filipino - 6.4 PP Hispanic/Latino - 5.3 PP Two or More Races - 3.9PP White - 3.5 PP Pacific Islander - No Performance Rating Graham Middle School Homeless - 6.9 PP Landels Elementary English Learners - 8.5 PP Students with Disabilities 0 PP
2.3	State Priority 5 Middle School Dropout Rate	0% in 2023-24	0% in 2024-25		2026-27 Maintain 0% middle school dropout rate	2024-25: 0 Percentage Points (PP)
2.4	State Priority 6 Suspension Rates	2022-23 California Dashboard suspension rates published in December 2023. Overall - 2.9% English Learners - 3.9%	2023-24 California Dashboard suspension rates published in November 2024. Overall - 3.2%		2025-26 California Dashboard suspension rates published in Fall 2026 Overall - 1.7%	2023-24 California Dashboard suspension rates published in November 2024.

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Homeless - 7.2% Socioeconomically Disadvantaged - 5.4% Students with Disabilities - 5.9% African American - 4.8% Asian - 0.8% Filipino - 1.9% Hispanic/Latino - 4.9% Two or More Races - 1.5% White - 1.9% Crittenden Middle School Hispanic/Latino - 11.2% Socio-Economically Disadvantaged - 12.9% Graham Middle School Homeless - 15.3% Landels Elementary Students with Disabilities - 7.5% Mistral Elementary Students with Disabilities - 7.7% Vargas Elementary Students with Disabilities - 11.8%	English Learners - 5.2% Homeless - 7.7% Socioeconomically Disadvantaged - 5.9% Students with Disabilities - 6.5% African American - 7.3% Asian - 1.3% Filipino - 1.0% Hispanic/Latino - 4.9% Two or More Races - 1.7% White - 1.7% Crittenden Middle School Hispanic/Latino - 12% Socio-Economically Disadvantaged - 13.7% Graham Middle School Homeless - 10.7% Landels Elementary Students with Disabilities - 5% Mistral Elementary		English Learners - 2.3% Homeless - 3.5% Socioeconomically Disadvantaged - 2.2% Students with Disabilities - 2.4% African American - 1.9% Asian - 0.5% Filipino - 0.9% Hispanic/Latino - 1.9% Two or More Races - 0,8 White - 0.9% Crittenden Middle School Hispanic/Latino - 4.48% Socio-Economically Disadvantaged - 5.16% Graham Middle School Homeless - 6.3% Landels Elementary Students with Disabilities - 3.0% Mistral Elementary	Overall - +0.3 Percentage Points (PP) English Learners +1.3 PP Homeless - +0.5 PP Socioeconomically Disadvantaged +.5 PP Students with Disabilities +0.6 PP African American +2.5 PP Asian +0.5 PP Filipino - 0.9 PP Hispanic/Latino - 0 PP Two or More Races +0.2 PP White -0.2 PP Crittenden Middle School Hispanic/Latino +0.8 PP Socio-Economically Disadvantaged +0.8 PP Graham Middle School Homeless - 4.6 PP

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			Students with Disabilities - 5.7% Vargas Elementary Students with Disabilities - 3.3%		Students with Disabilities - 3.08% Vargas Elementary Students with Disabilities - 4.8%	Landels Elementary Students with Disab. -2.5 PP Mistral Elementary Students with Disabilities -2 PP Vargas Elementary Students with Disab. -8.5 PP
2.5	State Priority 6 Expulsion Rate	0% for 2023-24	.02% for 2024-25		2026-27 Maintain 0% expulsion rate	2024-25; +.02 Percentage Points (PP)
2.6	State Priority 6 The percentage of students who agreed or strongly agreed that they feel safe at school on the LCAP/Climate Survey	64% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey	69% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey		Spring 2027 75% of students will agree or strongly agree on the spring 2027 LCAP/Climate Survey	Spring 2025: +5 Percentage Points (PP)
2.7	State Priority 6 The percentage of staff who agreed or strongly agreed that they feel safe at school on the LCAP/Climate Survey	82% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey	89% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey		Spring 2027 90% of staff will agree or strongly agree on the spring 2027 LCAP/Climate Survey	Spring 2025: +7 Percentage Points (PP)
2.8	State Priority 6 The percentage of Parents who agreed or	85% agreed or strongly agreed on the spring	91% agreed or strongly agreed on the spring 2025		Spring 2027 90% of parents will agree or strongly	Spring 2025: +6 Percentage Points (PP)

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	strongly agreed that their child is safe at school on the LCAP/Climate Survey	2024 LCAP/Climate Survey	LCAP/Climate Survey		agree on the spring 2027 LCAP/Climate Survey	
2.9	State Priority 6 The percentage of students who agreed or strongly agreed that adults care about their success on the LCAP/Climate Survey.	77% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey	79% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey		Spring 2027 87% of students will agree or strongly agree on the spring 2027 LCAP/Climate Survey	Spring 2025: +2 Percentage Points (PP)
2.10	The percentage of staff who agreed or strongly agreed that students social emotional needs were met on the LCAP/Climate Survey.	73% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey	76% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey		Spring 2027 84% of staff will agree or strongly agree on the spring 2027 LCAP/Climate Survey	Spring 2025: +3 Percentage Points (PP)
2.11	The percentage of parents who agreed or strongly agreed that students social emotional needs were met on the LCAP/Climate Survey.	80% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey	81% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey		Spring 2027 96% of parents will agree or strongly agree on the spring 2027 LCAP/Climate Survey	Spring 2025: +1 Percentage Points (PP)
2.12	Disproportionality	2023: The District was identified as disproportionate for over identifying Hispanic students for suspensions less than 10 days. The District	2024: The District continues to be disproportionate for over identifying Hispanic students for suspensions less than 10 days.		New Outcome Spring 2027 The District will have a threshold under 3.0 and exit Disproportionality	2024: -0.2 Percentage Points (PP)

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		had a threshold of 5.08 which is over the target of 3.0	The District had a threshold of 4.88 which is over the target of 3.00		Old Outcome Spring 2027 The District will have a threshold under 3.0 and exit Significant Disproportionality	

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

The District was able to implement most actions as described in Goal 2 during the 2024-25 school year.

Successful Implementation
At Risk Supervisors were assigned to all sites as planned with two changes (Action 2.1). Student needs required that Vargas Elementary was assigned a 1.0 FTE At Risk instead of a 0.5. Bubb was assigned a 0.5 FTE.

The District has been working to address challenges with Chronic Absenteeism and attendance. To help improve attendance District staff reviews attendance and chronic absenteeism data with site principals monthly at Leadership Team meetings and send communication about the importance of regular attendance in District and school newsletters. SART training was done with school secretaries as well as with site principals and SART communication and interventions data is monitored and reviewed with site principals from Administrative Services Department (Action 2.2). The District expanded the attendance monitoring and staff communication system developed for Homeless students in 2024-25 to include Students with Disabilities and has hired a second McKInney-Vento Liaison to support unhoused students and families (Action 2.3).

The District continues work to address suspension rates. Discipline and suspension data is reviewed monthly with principals at Leadership Team meetings as well as at monthly meetings with School Community Engagement Facilitators and At-Risk Supervisors in order analyze behavior trends, and discuss action steps to improve outcomes for students with a focus on suspension rates for Homeless students and Students and Disabilities.On-going training for site administrators and support staff to accurately enter office referrals and discipline data into PowerSchool has happened over the course of the school year. In January, principals and teachers had initial training on supporting students to regulate their behavior (Action 2.4) District staff has provided Professional development to site leaders and staff on utilizing the COST process (part of the District's MTSS) to develop plans to support individual student behavior. Two trainings on alternatives to suspension and restorative practices has been held (Action 2.5).

The nine schools identified for Additional Targeted Support and Improvement completed plans to address outcomes for identified student groups and priority areas (Action 2.6). The plans have been monitored by District Staff.

The District did convene the Health and Wellness Committee. The focus of the work was on the triennial review of the District's Health and Wellness Policy (Action2.7).

MVWSD continued to benefit from the partnership with School Linked Services (Action 2.8) Funding offsets the cost of School and Community Engagement Facilitators at three sites, allows for family engagement programs and activities and provides access to counseling services for 4 schools - Castro, Mistral, Theuerkauf and Graham. Fifty students were referred for counseling support over the course of the school year.

A Committee was convened to review, pilot and recommend Social Emotional Learning Curriculum for adoption. The recommendation will be presented to the Board of Trustees in May/June of 2025. The Sown to Grow social emotional measurement tool was utilized at elementary and middle schools (Action 2.9). Counselors were hired and placed at all school sites. Graham had two counselors due to the size of the school and Castro had one counselor and an additional one in there Wellness Center which is in partnership with the Santa Clara County Office of Education (Action 2.10).

Implementation Challenges
Mid-year staffing changes created some challenges with updating the Districts Behavior Intervention Matrix, which was part of Action 2.4.

Modified Implementation
Based on data and student needs the District increased the number of At Risk Supervisors in fall 2024. Instead of a 0.5 FTE, Vargas was assigned a 1.0FTE. Instead of not having an At Risk, Bubb was assigned a 0.5.
The District participated in the Digital Promise Center for Inclusive Innovation's Chronic Absenteeism Cohort for one third of the school year. Staff opted to drop out of the cohort as the work the District was doing with the Santa Clara County Office of Education through Differentiated Assistance was similar and more effective than that of the cohort (Action 2.3).
While Action 2.4 is contributing to addressing the finding that MVWSD is disproportionate in suspending Hispanic students with Disabilities under 10 days, the District is not considered Significantly Disproportionate so a Comprehensive Coordinated Early Intervening Services Plan was not required.

Non-Implemented Actions
In November 2024, the Districts MTSS Coordinator was reassigned as an Interim Principal. Many of the Coordinator roles were filled by current staff but the expansion of the Districts Behavior intervention matrix to include specific strategies for Students with Disabilities and Homeless students was not completed (Action 2.4).

Action 2.11 - Significant Disproportionality - In spring 2024 MVWSD was identified as being disproportionate for suspensions of Hispanic students with Disabilities over 10 days with a threshold of 5.08 but not Significantly Disproportionate. A Comprehensive Coordinated Early Intervening Services Plan was not required. This action will be removed and work to address disproportionality will be incorporated into the following actions - Actions 2.4 (Suspension Rates), 2.5 (Supporting Student Behavior), and 2.10 (Counselors).

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Action 2.1: The salary and benefits costs for the At Risk Supervisors was higher than planned.
Action 2.9: The cost of the Sown to Grow Platform was less than planned.
Action 2.11: The District was found disproportionate, not significantly disproportionate so a Comprehensive Coordinated Early Intervening Plan and budget was not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Action steps in Goal 2 combined to support the District's goal of developing and implementing programs and processes to equitably and effectively support students' social-emotional health and behavior.

The District continued to have At Risk Supervisors across all sites in the District (Action 2.1). Beginning of the year data led the District to increase the FTE allocation to allow for a 0.5 FTE at Bubb Elementary and for Vargas to have a 1.0 FTE instead of a 0.5. The District's Differentiated Team has been reviewing discipline data monthly with principals at Leadership Team meetings as well as at monthly meetings with School Community Engagement Facilitators and At-Risk Supervisors. Behavior trends have been analyzed and action steps implemented at sites shared in order to improve outcomes for students with a focus on suspension rates for Homeless students and Students and Disabilities. On-going training for site administrators and support staff to accurately enter office referrals and discipline data into PowerSchool has happened over the course of the school year. In January, principals and teachers had initial training on supporting students to regulate their behavior. District staff has provided Professional development to site leaders and staff on utilizing the COST process (part of the District's MTSS) to develop plans to support individual student behavior. Two trainings on alternatives to suspension and restorative practices has been held (Actions 2.4 and 2.5).

The work of At Risk Supervisors in conjunction with that done by the Differentiated Assistance team (Action 2.4) and District staff to address student behavior (Action 2.5) have led to a decrease in suspension rates based on District data which makes this actions initially effective and necessary to continue. The District suspension rate at the end of 2023-24 was 3.2% and as of March 30, 2025 is 2.0%. The Overall suspension rate for Unhoused (Homeless) students was 5.2% as of March 30, 2025 a decrease of 2.5 percentage points. Additionally, Seven of the District's 11 schools have decreased rates of suspension as of April 30, 2025 with Castro (-4.96 percentage points) and Graham (-1.9 percentage points). For 2025-26 the District will be adding a 0.5 FTE Assistant Principal at Castro school and reducing from 2.0 FTE At Risks to 1.5 FTE.

Two actions in goal 2 are dedicated to improving student attendance and decreasing chronic absenteeism rates. Similar to the process to review suspensions rates, the District reviews attendance and chronic absenteeism data with site principals monthly at Leadership Team meetings and School Attendance Review Team training was done with school secretaries as well as with site principals. School Attendance and Review Team communication and intervention data is monitored and reviewed with site principals from Administrative Services Department (Action 2.2). The District expanded the attendance monitoring and staff communication system developed for Homeless students in 2024-25 to include Students with Disabilities and has hired a second McKInney-Vento Liaison to support unhoused students and families (Action 2.3). Additionally, District staff has been connecting individually with all Students with Disabilities who are considered

Chronically absent or at risk of becoming chronically absent to learn more about their situations and how the District can support them. The District ended it's participation in the Digital Promise Center for Inclusive Innovation's Chronic Absenteeism Cohort and will instead participate in the Attendance Collaborative through the Santa Clara County Office of Education. District data as of March 30, 2025 indicates that overall chronic absenteeism rates are similar to 2024-25. It is difficult to predict whether the District will see decreases in chronic absenteeism rates by the end of 2024-25 as these rates change daily based on student attendance. The actions implemented have supported decreases in chronic absenteeism over the past several years - At the end of the 2021-22 school year, the District had a chronic absenteeism rate of 16.9% and at the end of the 2023-24 school year the rate had decreased to 11.6%.

The District had nine schools identified for Additional Targeted Support (ATSI) and Improvement (Action 2.6) The District used the same process as in the 2023-24 school year to work with site principals to develop plans to improve student group performance and monitor the implementation of these plans over the course of the school year. Six schools were exited from ATSI based on results from the 2023-24 Dashboard deeming this process effective. The District has 3 schools left in ATSI and one school identified for Targeted Support and Intervention (TSI).

The Health and Wellness Committee (Action 2.7) met 4 times this year to examine the District's Health and Wellness Policy as part of the three year review. The committee examined model policies, reviewed district data, and made suggestions for policy language for Board of Trustees consideration. The team also discussed and made recommendations for annual goals as part of the local wellness policy. The District will continue to convene this committee to help ensure the implementation of the policy.

The District continued to partner with School Linked Services (SLS) during the 2024-25 school year (Action 2.8). The partnership provided funding to offset the cost of three School and Community Engagement Facilitators as well as funding for family engagement events at all school sites. School and Community Engagement Facilitators are seen as critical liaisons between families and Schools helping to remove barriers for families and thus improve student outcomes (See Goal 3, Action 1). Schools are on track to expend their family engagement money and to date over 80 family engagement events have been held across the District because of this funding. in addition, seventy-five percent of parent respondents on the District's LCAP/Climate survey agreed or strongly agreed that MVWSD encourages families to work with staff and faculty on family engagement activities. Four sites received additional access to counseling services. The District anticipates that supplemental counseling services will be reduced and only be offered to Graham and Castro Schools in 2025-26. The District will be adding a mental health specialist to help support this loss. MVWSD will continue this effective partnership.

Two actions in Goal two were directed at improving students social emotional health. The district convened 9 Social Emotional Learning (SEL) Curriculum Committee meetings and will recommend new SEL curriculum for adoption in May/June of 2025 (Action 2.9). This curriculum will then be implemented in 2025-26. Additionally the Sown to Grow SEL Survey was utilized at the elementary and middle school levels. Schools saw SEL competencies maintain from end of 2023-24 to start of 2024-25. End of year 24-25 survey has not yet been administered. Sown to Grow student reflections were utilized in all elementary schools. Average student reflections across the district was 3.9 out of 5. 90% of students were engaged in student reflections across the district, while 74% of responses were read by teachers and 48% of reflections were provided feedback. This is an improvement in read and response rate from 2023-24. Sown to Grow is under consideration this year to be replaced by a different data tool as part of the Curriculum Adoption Committee recommendations.

Every school in MVWSD had a full time counselor, with Graham Middle School having 2 full time counselors and Castro having 2 counselors (1 as a part of a partnership for a Wellness Center through the Santa Clara County Office of Education). Each school has a comprehensive

school counseling program identified to support student needs informed by local data and at the elementary sites, counselors will play a large role in the implementation of the new SEL curriculum (Action 2.10). Overall 270 students have been seen for either small group or individual counseling. This is approximately 48 students less than 2023-2024 cases. We attribute this drop to the consistent supports on campus provided by School Counselors including alternative recess activities, calming drop-in spaces, and classroom push-in supports. Data from the District's LCAP/Climate survey indicate that 76% of staff agreed or strongly agreed that students received the social emotional support they need (+1 percentage point (PP). Eighty-one percent agreed or strongly agreed that students had access to non-academic counseling and guidance (+6 PP). Actions 2.9 and 2.10 have been effective to begin to address the social emotional needs to students and will continue in 2025-26.

In spring 2024 MVWSD was identified as being disproportionate for suspensions of Hispanic students with Disabilities over 10 days with a threshold of 5.08 but not Significantly Disproportionate. A Comprehensive Coordinated Early Intervening Services Plan was not required. This action will be removed and work to address disproportionality will be incorporated into the following actions - Actions 2.4 (Suspension Rates), 2.5 (Supporting Student Behavior), and 2.10 (Counselors).

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Metric 2.12: The 2027 Outcome for Metric 2.12 has been revised to not include the word significant. The District was only identified as Disproportionate for over identifying Hispanic students for suspensions less than 10 days.

Action 2.1: At Risk Supervisors - For 2025-26 the District will be adding a 0.5 FTE Assistant Principal at Castro school and reducing from 2.0 FTE At Risks to 1.5 FTE.

Action 2.4: Addressing Chronic Absenteeism Differentiated Assistance - The District will not participate in this Digital Promise Chronic Absenteeism Cohort and instead participate in the Attendance Collaborative through the Santa Clara County Office of Education. This action has been revised to reflect this change. This action step has also been changed to better reflect the work of the Differentiated Assistance Team in 2024-25 and 2025-26.

Action 2.5: Supporting Student Behavior - This action step was revised to focus on the work done to support student behavior through the District's Multi-Tiered System of Support.

Action 2.8: The District anticipates that supplemental counseling services through School Linked Services will be reduced and only offered at Castro and Graham so this action was updated.

Action 2.11 - Significant Disproportionality - In spring 2024 MVWSD was identified as being disproportionate for suspensions of Hispanic students with Disabilities over 10 days with a threshold of 5.08 but not Significantly Disproportionate. A Comprehensive Coordinated Early Intervening Services Plan was not required. This action will be removed and work to address disproportionality will be incorporated into the following actions - Actions 2.4 (Suspension Rates), 2.5 (Supporting Student Behavior), and 2.10 (Counselors).

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	At Risk Supervisors	The District will continue to have At Risk Supervisors at the majority of school sites in the District. Based on a review of behavior and discipline data 8 At Risks will be assigned to sites with the most acute needs for behavioral intervention. Imai - 0.5 Stevenson - 0.5 Landels - 0.5 Bubb - 0.5 Crittenden - 1.0 Graham - 2.0 Mistral - 1.0 Monta Loma - 1.0 Theuerkauf - 1.0 Vargas - 1.0 Castro - 1.5 (See Goal 6, Action 2) Having At Risk Supervisors who can intervene and support students will support the District's efforts to reduce suspension rates both overall, for specific students groups and at sites. District Students with Disabilities Homeless Students Schools Castro Elementary School Groups Crittenden: Hispanic and Socio-Economically Disadvantaged Landels: Students with Disabilities Mistral: Students with Disabilities	$1,420,553.00	No

Action #	Title	Description	Total Funds	Contributing
		Graham: Homeless and Students with Disabilities Vargas: Students with Disabilities Castro: Hispanic, Homeless, Socio-Economically Disadvantaged and Students with Disabilties		
2.2	Improving Attendance Rates	To improve attendance and decrease truancy and chronic absenteeism the district will continue to do the following: 1. Communicate the importance of attendance in school and District newsletters and websites 2. Review disaggregated attendance data monthly with site administrators at Leadership meetings to analyze trends and develop next steps with a focus on Students with Disabilities and Homeless students 3. Review and Implement School Attendance Review Team (SART) and District School Attendance Review Board (SARB) protocols with a focus on interventions for students who are at risk in the areas of absenteeism. This action is part of regular staff responsibilities - no expenditures.	$0.00	No
2.3	Addressing Chronic Absenteeism Differentiated Assistance	MVWSD has been identified for Differentiated Assistance due to high levels of chronic absenteeism for Students with Disabilities and continues to also focus on students identifying as Homeless. The District has convened a Differentiated Assistance team that has been working collaboratively with representatives from the Santa Clara County Office of Education to develop a plan to begin to address the needs of these groups of students. Specifically in the 2025-26 school year the District will: 1. Continue the attendance monitoring and staff communication system developed for Homeless students and Students with Disabilities which will be used consistently by all school sites. This process resulted in a decrease of 10.7% in chronic absenteeism for homeless students between 2021-22 and 2022-23 and an additional decrease of 7.2% from 2022-23 to 2023-24. This process resulted in a decrease of 8.7% in chronic absenteeism for Students with Disabilities between 2022-23 to 2023-24. Final chronic absenteeism rates are unavailable for 2024-25.	$133,416.00	No

Action #	Title	Description	Total Funds	Contributing
		2. The District will participate in the Attendance Collaborative through the Santa Clara County Office of Education. The Student Services team will utilize systems and strategies presented through this collaborative process to support sites with interventions for students in order to reduce chronic absenteeism and increase school engagement. These systems and strategies will be shared at Leadership Team meetings, Secretary trainings, meetings with School Community Engagement Facilitators and the Special Education Department. 3. Continue to provide two McKinney-Vento Liaisons who will : 1. Make contact with and/or conduct home visits with families after 3 absences 2. Deliver attendance-related training to McKV families while on home visits or during calls 3. Provide training to staff about Homeless (McKV) designation at the beginning of the school year at each school site 4. Identify for teachers their McKV students and provide general tips and supports on an ongoing basis 5. Visit schools on an ongoing basis to monitor the needs of McKV students. Additional Support for Schools with Red Indicators in Chronic Absenteeism on the Dashboard, who were not identified for Additional Targeted Support and Improvement will be provided by the District's Health and Wellness team and McKinney-Vento Liaisons as appropriate. Time will be dedicated monthly for principals to meet with these staff during monthly attendance data reviews during leadership team meetings to create plans of support. Crittenden Middle School: White Students Landels: English Learners Graham: Homeless - Chronic Absenteeism and Students with Disabilities Imai: Hispanic Bubb: Students with Disabilities, Hispanic, and Socio-Economically Disadvantaged Students Monta Loma: White		

Action #	Title	Description	Total Funds	Contributing
2.4	Addressing Suspension Rates - Differentiated Assistance	MVWSD has been identified for Differentiated Assistance due to high rates of suspension for Students with Disabilities and for Homeless Students. The District has convened a Differentiated Assistance team that has been working collaboratively with representatives from the Santa Clara County Office of Education to develop a plan to begin to address the needs of these groups of students. Specifically in the 2025-26 school year the District will: 1.Continue to review discipline data monthly with principals at Leadership Team meetings as well as at monthly meetings with School Community Engagement Facilitators and At-Risk Supervisors in order analyze behavior trends, and discuss action steps to improve outcomes for students with a focus on suspension rates for Homeless students and Students and Disabilities 2. Continue to provide training for site administrators and support staff to accurately and consistently enter office referrals and discipline data into PowerSchool 3.Continue training Administrators and At-Risk Intervention Supervisors on behavior interventions and alternatives to suspension. 5. Develop a plan for adopting a comprehensive Restorative Practices approach districtwide. Additional Support for Schools with Red Indicators in Chronic Absenteeism on the Dashboard, who were not identified for Additional Targeted Support and Improvement will be provided by the District's Health and Wellness team and McKinney-Vento Liaisons as appropriate. Time will be dedicated monthly for principals to meet with these staff during monthly attendance data reviews during leadership team meetings to create plans of support. Crittenden: Hispanic and Socio-Economically Disadvantaged Students Graham: Homeless Students This action step will also contribute to addressing the finding that MVWSD was identified as disproportionate for the suspension rates for Hispanic students with Disabilities under 10 days.	$0.00	No

Action #	Title	Description	Total Funds	Contributing
		This action is part of regular staff responsibilities - no expenditures.		
2.5	Supporting Student Behavior	The Behavior Team is conducting 'Listening and Learning Tours in the 2024-25 school year to understand existing behavior support practices at school sites. The information gathered as a part of the Listening and Learning Tours will help guide the shift towards alternatives to suspension and preventative measures for the 2025-26 school year. In 2025-26, the District will: 1. Continue to provide Professional development to site leaders and staff on utilizing the Coordination of Services Team (COST) process (part of the District's Multi-Tiered System of Support - MTSS) to develop plans to support individual student behavior. 2. Align behavior intervention strategies with tiered whole-child supports using our Multi-Tiered System of Support IMTSS) framework, helping sites to avoid a punitive approach to behavior intervention. This action will also support the District's work with reducing suspension rates for student groups with high rates of suspension: District Homeless and Students with Disabilities - Differentiated Assistance Hispanic, Socio-Economically Disadvantaged Schools Castro - Suspension Rates School Student Groups Suspension Rates Crittenden: Hispanic and Socio-Economically Disadvantaged Landels: Students with Disabilities Mistral: Students with Disabilities Graham: Homeless Vargas: Students with Disabilities	$0.00	No

Action #	Title	Description	Total Funds	Contributing
		This action step will also contribute to addressing the finding that MVWSD was identified as disproportionate for the suspension rates for Hispanic students with Disabilities under 10 days. This action is part of regular staff responsibilities - no expenditures.		
2.6	Additional Targeted Support and Improvement/Targeted Support and Improvement	Three MVWSD schools were identified for Additional Targeted Intervention and Support (ATSI) and one school for Targeted Support and Improvement. These schools are all creating plans to address identified areas for implementation in the 2025-26 school year in addition to the other actions that the District is taking to address needs in Chronic Absenteeism and Suspension Rates. The District's Director of Curriculum, instructions and Assessment is leading these efforts using a template provided by the Santa Clara County Office of Education. Plans must be completed by June 15th and will be finalized by District staff by June 27th ensuring implementation in 2025-26. The following schools are creating plans: Additional Targeted Support and Improvement (ATSI) Landels: Students with Disabilities Castro: Homeless Students and Hispanic/Latino Students Stevenson: Students with Disabilities Targeted Support and Improvement (TSI) Bubb: Students with Disabilities and Socio-Economically Disadvantaged Students Plans will be monitored in cycles that align with the District's Universal Data Cycles (every 9 weeks) both at leadership team meetings and individual meetings with Principals. Plans will be revised as needed based on data. This action is part of regular staff responsibilities - no expenditures.	$0.00	No

Action #	Title	Description	Total Funds	Contributing
2.7	Health and Wellness Committee	The District will continue to convene a Health and Wellness Committee to align efforts to support student wellness through health education, physical education and activity, health services, nutrition services, psychological and counseling services, and a safe and healthy school environment. In 2025-26 will continue its work to implement the Wellness Policy.	$2,000.00	No
2.8	Partnership with School Linked Services	The District will continue to partner with School Linked Services to offer services to strengthen individuals, families and systems by addressing needs and risks faced by children, youth, and families. The partnership provides funds to offset costs for three of the District's School and Community Engagement Facilitators and provides supplemental counseling services to families at Castro, and Graham. The partnership also provides funding for parent engagement activities at all school sites.	$193,522.00	No
2.9	Student Social Emotional Health - Curriculum	In 2025-26 the District will anticipates implementing new Social Emotional Learning Curriculum and a Social Emotional measurement tool that will be recommended for adoption by the Board of Trustees in May 2025.	$66,000.00	No
2.10	Student Social Emotional Health - Counselors	Whole School, Whole, Community, Whole Child Model (WSCC) The WSCC model accomplishes important objectives: It emphasizes the relationship between educational attainment and health, by putting the child at the center of a system designed to support both. It provides an update to the Coordinated School Health (CSH) approach to better align with the way schools function	$1,859,366.00	No

Action #	Title	Description	Total Funds	Contributing
		The District will continue to employ School Counselors at all school sites. Each site will have one counselor except for Graham (2) and Castro (1 and 1 in the Wellness Center - See Goal 6) counselors will play a critical role in addressing the varied needs of students at school sites. The District will add a Mental Health Specialist to support intensive student mental Health needs primarily at the district's middle schools. The District is also looking to increase mental health services through contracted services and interns pending identified needs in fall 2025. The WSCC model accomplishes important objectives: It emphasizes the relationship between educational attainment and health, by putting the child at the center of a system designed to support both. It provides an update to the Coordinated School Health (CSH) approach to better align with the way schools function Additionally, the District anticipates that counseling support will lead to decreased chronic absenteeism and suspension rates over time as students become more connected to school. Currently the following schools and student groups have red indicators for suspension or chronic absenteeism on the dashboard: District Chronic Absenteeism Students with Disabilities Suspension Homeless, Hispanic, Socio-Economically Disadvantaged and Students with Disabilities Schools Castro - Suspension Rates School Student Groups Chronic Absenteeism Imai: Hispanic and Socioeconomically Disadvantaged Bubb: Hispanic and Socioeconomically Disadvantaged, and Students with Disabilities		

Action #	Title	Description	Total Funds	Contributing
		Crittenden: White Landels: English Learners and Students with Disabilities Graham: Homeless Monta Loma: Students with Disabilities and White Stevenson: Students with Disabilities and Hispanic Students Theuerkauf: Students with Disabilities Suspension Rates Crittenden: Hispanic and Socio-Economically Disadvantaged Landels: Students with Disabilities Mistral: Students with Disabilities Graham: Homeless Vargas: Students with Disabilities		

Goals and Actions

Goal

Goal #	Description	Type of Goal
3	Cultivate and maintain an inclusive and welcoming culture that acknowledges, embraces, and empowers all stakeholders.	Broad Goal

State Priorities addressed by this goal.

Priority 3: Parental Involvement (Engagement)

An explanation of why the LEA has developed this goal.

Research has shown that an active partnership between staff and families leads to better student outcomes academically, socially, and emotionally. Like any partnership, the relationship between staff and families is built on trust. Ensuring that all individuals feel included and welcomed builds the trust required to establish and maintain a virtuous cycle of student support. Metrics developed for this goal are designed to help us understand the District's strengths and opportunities to improve our culture for our stakeholders.

This goal is aligned to the District's SP2027 Goal Area 3 and State Priority 3.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	State Priority 3 Parental Involvement and Family Engagement The percentage of families that agreed or strongly agreed that the District is building the capacity of and supporting family members to effectively engage in advisory groups and decision	Spring 2024 Percentage of families that agreed or strongly agreed overall and by site District 69% Bubb - 63% Castro - 79% Crittenden - 61% Graham - 61% Imai - 61% Landels - 77%	Spring 2025 Percentage of families that agreed or strongly agreed overall and by site District 70% Bubb - 68% Castro - 75% Crittenden - 62% Graham - 65% Imai - 78%		Spring 2024 Percentage of families that agreed or strongly agreed overall and by site District - 80% Bubb - 74% Castro - 85% Crittenden - 80% Graham - 80% Imai - 72%	Spring 2025 District +1 Percentage Point (PP) Bubb +5 PP Castro -4 PP Crittenden +1 PP Graham +4 PP Imai +17 PP Landels -7 PP Mistral -10 PP

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	making on the LCAP/Climate Survey.	Mistral - 87% Monta Loma - 68% Stevenson - 57% Theuerkauf - 79% Vargas - 73%	Landels - 70% Mistral - 77% Monta Loma - 80% Stevenson - 63% Theuerkauf - 71% Vargas - 71%		Landels - 87% Mistral - 90% Monta Loma - 77% Stevenson - 75% Theuerkauf - 85% Vargas - 80%	Monta Loma +22 PP Stevenson +6 PP Theuerkauf - 8 PP Vargas -2 PP
3.2	State Priority 3 Parental Involvement and Family Engagement The percentage of families that agreed or strongly agrees that the District is providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from an underrepresented groups (English Learners, Foster Youth, SocioEconomically Disadvantaged, Hispanic/Latino and Students with Disabilities) in the school community on the LCAP/Climate Survey.	Spring 2024 68% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey.	Spring 2025 70% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey.		Spring 2027 77% will agree or strongly agree on the District's LCAP/Climate Survey	Spring 2025 +2 Percentage Points (PP)
3.3	State Priority 3 Parent Involvement Self Reflection Tool	June 2024 The District had all 3's and 4's on the Parent	June 2025 The District had all 3's and 4's on the Parent		June 2027 Obtain rubric scores of at least 4 on all areas of the	June 2025 The District continued to have all 3's and 4's The

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Involvement Self Reflection Tool Rubric	Involvement Self Reflection Tool Rubric		Parent Involvement Self Reflection Tool Rubric	District had all 3's and 4's on the Parent Involvement Self Reflection Tool Rubric Of the 12 areas: 8 4's (+1 from 2024) 4 3's (-1 from 2024)
3.4	Percentage of families reporting that they agree or strongly agree that MVWSD creates a welcoming environment for families on the LCAP/Climate Survey.	Spring 2024 Overall 87% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey	Spring 2025 Overall 86% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey		Spring 2027 91% will agree or strongly agree on the District's LCAP/Climate Survey	Spring 2025: -1 Percentage Point (PP)
3.5	The percentage of families that agree or strongly agree that they understand the academic and non-academic supports available to their students on the LCAP/Climate Survey.	Spring 2024 Initial rate 73% (2022-23) Corrected Rate 75% (2022-23) (adjustment made due to a reporting error) agreed or strongly agreed that they understand the academic supports available to their students. 65% agreed or strongly agreed that they	Spring 2025 75% agreed or strongly agreed that they understand the academic supports available to their students. 66% agreed or strongly agreed that they understand the non academic supports available to their students.		Spring 2027 81% will agreed or strongly agreed that they understand the academic supports available to their students. 76% will agreed or strongly agreed that they understand the non academic supports available to their students.	Spring 2025 Academic Supports 0 Percentage Points (PP) Non-Academic Supports +1 Percentage Points (PP)

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		understand the non academic supports available to their students. on the spring 2024 LCAP/Climate Survey	on the spring 2025 LCAP/Climate Survey		on the spring 2024 LCAP/Climate Survey	
3.6	The percentage of families that agree or strongly agree that they are encouraged to be involved in school events on the LCAP/Climate Survey.	Spring 2024 78% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey.	Spring 2025 Overall 78% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey		Spring 2027 84% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey.	Spring 2025 0 Percentage Points (PP)
3.7	Reduce the most common obstacle to parents receiving the information they need on the LCAP/Climate Survey.	Spring 2024 Initial rate 21% (2022-23) Corrected Rate 20% (2022-23) (adjustment made due to a reporting error) agreed or strongly agreed that what I want to know is mixed in with information that does not apply to me on the spring 2024 LCAP/Climate Survey	Spring 2025 23% agreed or strongly agreed that what I want to know is mixed in with information that does not apply to me on the spring 2024 LCAP/Climate Survey		Spring 2027 Decrease the percentage to 12% that agree or strongly agree.	Spring 2025 +3 Percentage Points (PP)

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

The District was able to implement some actions as described in Goal 3 during the 2024-25 school year.

Successful Implementation
School and Community Engagement Facilitators (SCEF) are hired and active at all sites (Action 3.1). The two SCEFs that are assigned as McKinney-Vento Liaisons have each been assigned a portfolio of school sites and are actively supporting the needs of unhoused students at their sites. Liaisons are also actively involved in tracking attendance, making reminder phone calls, connecting families with information about summer programs and next year's after school programs. SCEFs worked with families identifying as unhoused (homeless) and families of students with disabilities to remove barriers so students can attend school regularly.

Feedback gathered in 2023-24 led to the District holding 7 District wide Parent University events Additionally each site held parent university events based on the interest/needs of their communities (Action 3.6).

In fall 2024 the District decided to continue to pilot MyPowerhub by Powerschool. This decision was made as Powerschool plans to create an app for access to MyPowerhub in Spring 2025 and the District wants to gather further data on this application (Action 3.6).

Implementation Challenges
The Director of Equity was reassigned as an interim principal in January 2025 (Action 3.2. The Director of Equity was able to maintain oversight over some of her initiatives throughout the year including #Better Together and Weighted Lottery (Action 3.8) The Director of Equity was unable to convene the Equity Committee in the Fall of 2024 due to a decline in interest and lack of capacity in spring of 2025 (Action 3.4). Equity seminars were held on an as needed basis (Action 3.3) and the Equity Score Card while completed was not put forward to the Board and public in 2024-25 (Action 3.7)

Modified Implementation
The work of the Equity Director was modified as she was reassigned as an interim principal in January 2025 (Action 3.1). Work on the Equity Scorecard was completed, but not released and feedback was not gathered (Action 3.7). Equity seminars were only held on an as needed basis (Action 3.3).

Not Implemented
The Equity Committee was not convened in the Fall of 2024 due to a decline in interest and lack of capacity in spring of 2025 (Action 3.4) as the Director of Equity was reassigned as an interim principal (Action 3.1).

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Action 3.2: The Director of Equity was appointed as an interim principal in January 2025 and the position was not backfilled. Salary and benefits costs for this position were lower than planned.
Action 3.3: The Director of Equity was appointed as an interim principal in January 2025 and the position was not backfilled. Equity seminars were not held and no funds were expended.

Action 3.4: The Director of Equity was appointed as an interim principal in January 2025 and the position was not backfilled, The Equity Committee was not convened due to this as well as a lack of interest in the fall and a lack of staff capacity in the spring. No funds were expended.
Action 3.5: Funds were set aside for District Parent University events. All events were planned and run by District staff so no funds were expended. =

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

School and Community Engagement Facilitators continue to play a critical role in our school communities and are effective as liaisons between students, staff, and parents to remove barriers to improve student learning and achievement (Action 3.1). Data from the District's spring 2025 LCAP survey is supportive of the continuation of these staff. Seventy percent of families that agreed or strongly agrees that the District is building the capacity of and supporting family members to effectively engage in advisory groups and decision making (+1 Percentage Point (PP) from spring 2024 and 70% also agreed or strongly agrees that the District is providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from an underrepresented groups (English Learners, Foster Youth, SocioEconomically Disadvantaged, Hispanic/Latino and Students with Disabilities) in the school community (+2 PP from spring 2024). Similar to last year 78% of families that agree or strongly agree that they are encouraged to be involved in school events on the LCAP/Climate Survey. Additionally, As of March 30 Chronic absenteeism rates for Students with Disabilities is down from the end of 2024 by 7 Percentage Points based on District data.

The District's Director of Equity was reassigned as an interim principal in January 2025 (Action 3.2). She continued to implement MVWSD's culture and climate program #BetterTogetherMVWSD, completed the Equity Scorecard although it was not released to the public (Action 3.7), monitored access to choice schools for underrepresented students (Action 3.8) and provided professional development to staff as needed (Action 3.3). The Director of Equity was unable to convene the Equity Advisory Committee in fall as due to decreased interest and lack of capacity in spring 2025 (Action 3.4). A review of the metrics designated for Action 3.2 (Director of Equity) are influenced by a variety of factors including work done by the Differentiated Assistance Team (Actions 2.3 and 2.4.) and District staff working to address chronic absenteeism and suspension rates (Actions 2.2 and 2.5) as well as work by sites to address student group performance needs identified for Additional Targeted Support and Assistance (Action 2.6). The District suspension rate at the end of 2023-24 was 3.2% and as of March 30, 2025 is is 2.0%. The Overall suspension rate for Unhoused (Homeless) students was 5.2% as of March 30, 2025 a decrease of 2.5 percentage points. Additionally, Seven of the District's 11 schools have decreased rates of suspension as of April 30, 2025 with Castro (-4.96 percentage points) and Graham (-1.9 percentage points). It is difficult to predict whether the District will see decreases in chronic absenteeism rates by the end of 2024-25 as these rates change daily based on student attendance. The actions implemented have supported decreases in chronic absenteeism over the past several years - At the end of the 2021-22 school year, the District had a chronic absenteeism rate of 16.9% and at the end of the 2023-24 school year the rate had decreased to 11.6%. Additionally, when considering academic outcomes for students Metrics for Action 3.2 are also influenced by the District Instructional Coaches (Action 1.1), Response to Instruction (Action 1.5) The Multi-Tiered System of Support (Action 1.13), the Literacy Team (1.14) and the District's new English Language Arts Curriculum. When comparing scores from Diagnostic 2 in 2023 to Diagnostic 2 in 2024 the District saw the following increases: Kindergarten +1 Percentage Points (PP), 1st Grade +9 PP, 2nd Grade +4 PP and 3rd Grade +2 PP. Building strong foundational literacy skills in primary grades should lead to overall improvement in reading at all grades over time. Overall proficiency in Reading increased by one percentage point and Reclassified students (+2) English Learners (+4) and Students with Disabilities (+1) students showed increases.

Overall the percentage of students meeting their Annual Typical Growth (ATG) (1 year's growth) on i-Ready in Reading and math was flat when comparing results from Diagnostic 2 in 2023 to Diagnostic 2 in 2024 (Reading 39% - 0 gain/Math 27% -1 PP loss), ATG did improve in First Grade (+4 PP), Second Grade (+1 PP) and Third Grade (+1 PP). Data from the California Dashboard released in November 2024 shows that MVWSD maintained overall Green ratings in ELA and Math. The District anticipates that results of CAASPP assessments in spring of 2025 will also begin to show gains in Reading.

The Equity Director has been a dedicated position in the District for the past four years and played a role in a variety of initiatives Districtwide. Based on a review of data and staffing changes made mid-year, the District will not be backfilling this position. Instead, the critical components of the position: #HashTag Better Together, the District culture and climate program, the District Equity Committee (Action 3.4), Professional Development on equity related issues (i.e Equity Seminars,Action 3.3) and work to ensure equitable access to choice schools will continue to be facilitated by a principal in the District. The Director of Equity action (3.2) will be removed as will Equity Seminars (Action 3.3), Equity Committee (Action 3.4), Equity Scorecard (Action 3.7) and Equitable Access to Choice Schools (Action 3.8) will be removed and the new Equity work will be outlined in one new action step (Action 3.2).

The District continues to run an effective and successful Parent University Program (Action 3.5). Seventy-six percent of families indicated that they are completely or very satisfied with Parent University which is an increase of 7 percentage points (PP) from the spring 2024 survey. Additionally, this year approximately 650 families have attended District Parent University Events and approximately 1650 people have attended Site-based Parent University events. This program will continue in 2025-26.

The District is committed to improving communication with all families and ensuring that they get needed information in easily accessible ways. Accessible communication is important for families that may have English Learners or Students with Disabilities. Based on data reviewed in fall 2024, the District will continue to pilot MyPowerhub by Powerschool, as Powerschool plans to create an app for access to My Powerhub in Spring 2025. Results from the pilot that will last into fall of 2026 will be reviewed and a decision on a new platform will be made by the end of the 2025-26 school year. This action will continue.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Metric 3.5: The Baseline percentage for metric 3.5 was reported incorrectly. The correct percentage is 75%.
Metric 3.7: The Baseline percentage for metric 3.7 was reported incorrectly. The correct percentage is 20%

Actions 3.2, 3.3, 3.4, 3.7 and 3.8: The Equity Director has been a dedicated position in the District for the past four years and played a role in a variety of initiatives Districtwide. Based on a review of data and staffing changes made mid-year, the District will not be backfilling this position. Instead, the critical components of the position: #HashTag Better Together, the District culture and climate program, the District Equity Committee (Action 3.4), Professional Development on equity related issues (i.e Equity Seminars,Action 3.3) and work to ensure equitable access to choice schools will continue to be facilitated by a principal in the District. The Director of Equity action (3.2) will be removed as will Equity Seminars (Action 3.3), Equity Committee (Action 3.4), Equity Scorecard (Action 3.7) and Equitable Access to Choice Schools (Action 3.8) will be removed and the new Equity work will be outlined in one new action step (Action 3.2).

Action 3.6 - Parent Communication: This action has been updated to reflect the continued pilot of MyPowerhub by Powerschool, because Powerschool plans to create an app for access to MyPowerhub in Spring 2025. In 2025-26, MVWSD will continue to research two platforms - ParentSquare and My PowerHub and determine whether another school pilot is feasible. In Spring 2026, MVWSD will have made a decision on whether to continue to exploring a new communications system, or hold with present vendor, SchoolMessenger.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	School and Community Engagement Facilitators (SCEF)	Increase to 9.75 FTE School and Community Engagement Facilitators (SCEF). The SCEF team will also specifically monitor attendance of Students with disabilities along with Homeless students. School and Community Engagement Facilitators act as the liaison between students, staff, and parents to remove barriers to improve student learning and achievement. The responsibilities will include, but are not limited to, serving as a resource to students and parents regarding district and community agencies, resources, parent education, and other events and activities that are linked to strong, positive student outcomes. School and Community Engagement Facilitators are assigned based on a school sites percentage of students who English Learners, Socio-Economically Disadvantaged or Foster Youth (unduplicated count).	$1,200,309.00	Yes
3.2	Equity	MVWSD has had a dedicated Director of Equity for the last 4 years and has developed programs and initiatives that have become a part of district routine. Moving forward many of these programs will continue to run, but don't require as much direct oversight or support. Continuing the programs does not necessitate employing a full-time Director of Equity. The programs will be supported instead by a school principal leader. In 2025-26, Equity work will include:	$0.00	No

Action #	Title	Description	Total Funds	Contributing
		1. Development and implementation of the district's culture and climate program #BetterTogether. The annual theme will be One World: Many Voices and include a digital matrix of learning targets and activities along with supporting literature provided to sites. 2. Formation and facilitation of quarterly District Equity Advisory Committee meetings. These meetings will include participants from multiple stakeholder groups including Board members, parents, district leaders, teachers, and classified staff members. The advisory committee will provide feedback to the Superintendent and/or designee around issues of equity and inclusion in the district. 3. Continued consultation with Superintendent or designee on Equitable Access to Choice Programs in the district. This consultation will relate to the implementation and revision of the choice program lottery and/or supports provided to schools to ensure equitable access for families. 4. Professional development on issues related to healthy school culture and climate for both students and staff upon request. These may include training sessions about addressing equity in data conversations, bias in the discipline process and creating welcoming environments for special groups.		
3.3	Parent Engagement - Parent University	In 2023-24 the District continued to implement a refined Parent University system. The system is designed to improve families knowledge of the public school system, to empower families to better support their children's development and increase participation and engagement by parents from the District's underrepresented groups including: English Learners, Foster Youth, SocioEconomically Disadvantaged, Hispanic/Latino and Students with Disabilities. These changes resulted in an increase in attendance at Parent University events of 40% over 2022-23. In 2025-26 the District continue to offer both District sponsored and site sponsored Parent University events.	$5,000.00	No

Action #	Title	Description	Total Funds	Contributing
3.4	Parent Communication	In Spring and Fall 2025, MVWSD will continue to pilot MyPowerhub by Powerschool, as Powerschool plans to create an app for access to MyPowerhub in Spring 2025. In 2025-26, MVWSD will continue to research two platforms - ParentSquare and My PowerHub and determine whether another school pilot is feasible. In Spring 2026, MVWSD will have made a decision on whether to continue to exploring a new communications system, or hold with present vendor, SchoolMessenger. MVWSD is committed to improving communication with all families and ensuring that they get needed information in easily accessible ways. Accessible communication is important for families that may have English Learners or Students with Disabilities.	$0.00	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
4	Develop and Implement policies and practices to support and retain effective and engaged employees.	Broad Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)

An explanation of why the LEA has developed this goal.

Research indicates that employees that are engaged and supported at work are more likely to stay. They feel a stronger bond to their organization's mission and purpose and this reduces turnover that can be costly. Actions and metrics outlined in this goal are designed to support the District in these areas.
This goal is aligned to SP2027 Goal Area 4 and State Priority 1.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
4.1	Percentage of highly qualified teachers	2023-24: 84% of teachers are highly qualified	2024-25: 87% of teachers are highly qualified		2026-27 90% of teachers will be highly qualified	+3 Percentage Points (PP)
4.2	State Priority 1: Basic Number/percentage of mis-assignments of teachers of English learners	2023-23: 0	2024-25: 1		2026-27 Maintain 0 mis-assignments of teachers of English Learners	mis-assignments: +1
4.3	State Priority 1: Basic Number of other teacher mis-assignments	2023-24: 0	2024-25: 0		2026-27 Maintain 0 teacher mis-assignments	0 mis-assinments

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
4.4	State Priority 1: Basic Number of vacant teacher positions	2023-23: 0	2024-25: 0		2026-27 Maintain 0 vacant teacher positions.	0 vacant teacher positionsDon
4.5	Percentage of staff that agree or strongly agree that my school provides adequate support to teachers on the LCAP/Climate survey.	2023-24: 60% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey.	2024-25: 77% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey.		2026-27 Increase to 80% agree or strongly agree on the District's annual LCAP/Climate Survey	2024-25 +17 Percentage Points (PP)
4.6	Percentage of staff that agree or strongly agree that trust exists between school leaders and staff on the LCAP/Climate survey.	2023-24: 69% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey.	2024-25: 82% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey.		2026-27 Increase to 80% agree or strongly agree on the District's annual LCAP/Climate Survey	2024-25 +13 Percentage Points (PP)
4.7	Percentage of staff that agree or strongly agree that teachers at my school are committed to continuously improving opportunities for student learning on the LCAP/Climate survey.	2023-24: 93% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey.	2024-25: 93% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey.		2026-27 Maintain 95% agree or strongly agree on the District's annualLCAP/Climate Survey	2024-25 0 Percentage Points (PP)
4.8	Percentage of staff that agree or strongly agree that I have a say in the decision making process at my school LCAP/Climate survey.	2023-24: 53% agreed or strongly agreed at the school level.	2024-25: 65% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey.		2026-27 Increase to 70% agree or strongly agree on the District's annual LCAP/Climate Survey	2024=25 +12 Percentage Points (PP)

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
4.9	Percentage of staff that agree or strongly agree that I am knowledgeable about the criteria, timeline, process, and procedures by which I will be evaluated on LCAP/Climate survey.	2023-24: 88% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey.	2024-25: 87% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey.		2026-27 Increase to 95% agree or strongly agree on the District's annual LCAP/Climate Survey	2024-25: - 1 Percentage Points (PP)
4.10	Percentage of staff that agree or strongly agree that administrators listen to my suggestions and recommendations on the LCAP/Climate survey.	2023-24: 67% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey.	2024-25: 79% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey.		2026-27 Increase to 75% agree or strongly agree on the District's annual LCAP/Climate Survey.	2024=25 +12 Percentage Points (PP)
4.11	Staff Retention Rates	2023-24 Overall Staff Retention - 93% Certificated Staff - 91% Classified Staff - 94% Teachers - 90%	2024-25 Overall Staff Retention - 94% Certificated Staff - 92% Classified Staff - 96% Teachers - 91%		2026-27 Overall Staff Retention - 95% Certificated Staff - 95% Classified Staff - 97% Teachers - 93%	2024-25 Overall Staff Retention - +1 Percentage Point (PP) Certificated Staff - 92% - +1 Percentage Point (PP) Classified Staff - 96% - +2 Percentage Points (PP) Teachers - 91% - +1 Percentage Points (PP)

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

The District was able to implement all actions as described in Goal 4 during the 2024-25 school year.

Successful Implementation
The District partnered with the Santa Cruz Silicon Valley New Teacher Project to provide an induction program. The District supported 37 teachers with 2.5 FTE District mentors (Action 4.1)
Results of the District's Professional Development Survey were reviewed over the summer and then shared with union leadership and District staff in charge of professional Development (4.2). No substantive changes were made to professional development practices based on survey results although only 32% teachers agree or strongly agreed on the District's LCAP/Climate survey that they are very or completely satisfied with the professional development the District offers and only 44% are very or completely satisfied with the professional development offered by their school site. The District implemented the revised hiring plan that included new onboarding procedures for newly hired staff. Feedback was collected to inform changes to the process.

Implementation Challenges
There were no implementation challenges with actions in this goal.

Modified Implementation
No actions were modified in this goal.

Not Implemented
All actions were fully implemented.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

4.3 Hiring Process: The District's onboarding process costs were less than planned.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

All of the actions in Goal 4 were effective in contributing to the District's goal of developing and Implementing policies and practices to support and retain effective and engaged employees. The District partnered with the New Teacher Project to provide induction for 37 teachers and had 2.5 support providers (Action 1). Data collected from the mid-year survey of teachers participating in the program was very positive. Thirty-five of 37 participating teachers agreed that their mentor is effective in using their Individual Learning Plan to support their just in time needs. Thirty-three of 37 teachers agreed that they were satisfied with their induction experience. Additionally it is anticipated that

all year 2 teachers will successfully clear their credentials by the end of the 2024-25 school year. This partnership is an effective practice to attract and retain employees.

Results of the District's annual Professional Development Survey were reviewed with union leadership and District staff in order to ensure alignment in the delivery of professional development. (Action 4.2) The results of the survey show alignment between staff expectations and needs and the District's process for providing Professional Development. Seventy-six percent of teachers surveyed felt that Collaboration after training was highly effective. This validates the District's current practice of providing teachers directed planning and collaboration time a part of dedicated professional development days. Results of the District's LCAP/Climate survey tell a different story. Only 32% teachers agree or strongly agreed on the District's LCAP/Climate survey that they are very or completely satisfied with the professional development the District offers and only 44% are very or completely satisfied with the professional development offered by their school site. The District will continue to survey staff at the end of each school year in order to improve professional development opportunities. The District will utilize the results of the survey to help inform the development of a Professional Development Framework that will outline the District's approach to enhance employees individual's skills, knowledge, and career progression

The new hiring plan was implemented with revised onboarding procedures (Action 4.3). Feedback collected from staff this year has informed changes for 2025-26. Staff participating in onboarding indicated that having all onboarding occur in August before school starts was overwhelming. In 2025-26, the District will do Human Resources onboarding in June and July and focus on site and instructional onboarding in August. The Hiring Plan is complete and will be refined each year as needed, This action will be removed from the LCAP in 2025-26.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Action 4.2: - Employee Retention and Support - This action has been revised to include the development of a Professional Development Framework that will outline the District's approach to enhance employees individual's skills, knowledge, and career progression.
Action 4.3: Hiring Process - The Hiring Plan is complete and will be refined each year as needed, This action will be removed from the LCAP in 2025-26. A new action related to have effective and engaged employees will be added. This new action will focus on building leadership skills in current employees to support future District needs.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
4.1	Teacher Induction	The District will continue to partner with the Santa Cruz/Silicon Valley New Teacher Project to provide induction to teachers in years 1 and 2 of their	$621,147.00	No

Action #	Title	Description	Total Funds	Contributing
		careers. Having an induction program allows MVWSD to provide inexperienced teachers with the necessary models and tools for beginning their teaching careers, support them in becoming highly effective, and allow them to obtain a clear credential.		
4.2	Employee Retention and Support	In 2024-25 the District administered a professional development assessment survey to all staff. The District collected data on satisfaction with professional development provided in 2024-25 Districtwide and by site, how the District can better support staff professional development needs, professional goals staff have for advancement in the future and what support is needed for them to accomplish these goals. The District will continue to administer the Professional Development Survey each year, share results with union leadership and utilize results to help inform the development of a Professional Development Framework that will outline the District's approach to enhance employees individual's skills, knowledge, and career progression This action is part of regular staff responsibilities - no expenditures.	$0.00	No
4.3	Hiring Process	As a a part of the District's Strategic Plan 2027, staff is beginning work on developing a system that promotes opportunities for growth, leadership and career advancement for all staff. In 2025-26 the District will conduct an assessment of the leadership opportunities for staff and engage stakeholder groups in order to gain insight and begin to develop leadership pathways.	$0.00	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
5	Develop and implement plans and protocols to ensure the equitable distribution of resources that support student success.	Broad Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)

An explanation of why the LEA has developed this goal.

Students' access to various resources such as technology, facilities, and nutrition positively correlates to their ability to fully take advantage of educational opportunities. The District has eleven school sites that were remodeled and or built at different points over the years. To ensure that all schools have equitable technology, facilities, and access to materials, standardized rubrics and systems for evaluation to meet site needs will be put into place.
This goal is aligned to the District's SP 2027 Goal Area 5 and State Priority 1.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
5.1	State Priority 1 - Basic School facilities are maintained in good repair	2023-24: Facilities in Good Repair: 11,460/11,550 = 99.22%	2024-25 Facilities in Good Repair: 18,103/18,192 = 99.51%		Maintain 99% of Facilities in Good repair or increase to 100%	2024-25: +0.29 Percentage Points (PP)
5.2	Percentage of completed work orders in Service Now.	2023-24: 109% completed. The percentage includes leftover work orders from summer plus the 23/24 school year	2024-25: 95.33% of work orders have been resolved and 4.67% remain open or awaiting parts.		95% of work orders submitted will be completed.	2024-25: -13.67 Percentage Points (PP)

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
5.3	Percentage of students reporting that my school is clean on the LCAP/Climate Survey.	33% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey.	35% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey.		Increase to 60% agree or strongly agree on the District's annual LCAP/Climate survey	2024-25: +2 Percentage Points (PP)
5.4	Percentage of staff reporting that my school is well-maintained on the LCAP/Climate Survey.	78% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey.	81% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey.		Increase to 90% agree or strongly agree on the District's annual LCAP/Climate survey	2024-25: +3 Percentage Points (PP)
5.5	Percentage of staff reporting that the facilities at my school are up to date on the LCAP/Climate Survey.	76% agreed or strongly agreed on the spring 20234LCAP/Climate Survey.	74% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey.		Increase to 90% agree or strongly agree on the District's annual LCAP/Climate survey	2024-25: - 2 Percentage Points (PP)
5.6	State Priority 1 - Basic Number/percentage of students with access to their own copies of standards aligned instructional materials for use at school and at home.	100% of students had access to their own copies of standards aligned instructional materials for use at school and at home as approved during the the Public Hearing and Resolution on Sufficiency of Pupil Textbooks and Instructional Materials Aligned to the Academic Content Standards and Consistent with Content and Cycles of State Frameworks on September 7, 2023	100% of students had access to their own copies of standards aligned instructional materials for use at school and at home as approved during the the Public Hearing and Resolution on Sufficiency of Pupil Textbooks and Instructional Materials Aligned to the Academic Content Standards and Consistent with Content and		Maintain 100% of students having access to standards aligned instructional materials for use at school and at home	2024-25: 0 Percentage Points (PP)

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			Cycles of State Frameworks on September 5, 2024			

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Of the 6 actions in Goal 5, 6 were implemented fully and two were modified All work contributed to the District's goal of developing and implementing plans and protocols to ensure the equitable distribution of resources that support student success.

Successful Implementation
The site inspection tool created in 2023-24 was implemented in 2024-25 and is continually being refined in order to address issues proactively. The Director of Maintenance will continue to walk sites monthly with principals (Action 5.1) MVWSD is a 1:1 technology device District.Chromebooks were purchased and assigned to all students in Kindergarten and fifth grade (Action 5.2). Chromebooks purchased for 2024-25 include CBRS radios (Action 5.3) As of March Child Nutrition has served meals at no charge to families throughout the course of the school year. The focus group has met and breakfast has been served to all students in the morning at Castro (Action 5.4)

Implementation Challenges
The The Assistant Director of Maintenance Operations and Transportation was promoted to Interim Director of Maintenance in Spring 2024 and the Assistant Position was not backfilled (Action 5.6).

Modified Implementation
The District still has two sites to deploy CBRS radios at in 2024-25 school year. One of those sites is waiting for the fiber construction to be completed (Action 5.3).The District still have two sites to install SRS radios. The goal is to have them installed by the end of 2024-25 or in the summer of 2025 before school starts. The Assistant Director of Maintenance Operations and Transportation was promoted to Interim Director of Maintenance in Spring 2024 and the Assistant Position was not backfilled (Action 5.6)

Not Implemented
District staff did not update the 24/7 Dashboard in 2024-25 for English Language Arts or math (Action 5.7). With a new English Language Arts Adoption and an anticipated new mathematics adoptions in 2026-27 it was not feasible to update the dashboard at this time. Additionally, staff capacity to complete this project was diminished due to staffing changes in January 2025. The District will not be updating the dashboard in 2025-26 but instead revisiting the effectiveness of this project and making decisions on next steps. This action step is being removed from the LCAP for 2025-26.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Action 5.3: MVWSD Connect - The two remaining sites to deploy CBRS to in 2024-25 are Whisman School and the staff housing.. The radios and antennas for those installations were purchased in a previous school year so no additional equipment was needed.
Action 5.6: Assistant Director of Maintenance Operations and Transportation - The Assistant Director of Maintenance Operations and Transportation was promoted to Interim Director of Maintenance in Spring 2024 and the Assistant Position was not backfilled thus lowering expenditures for this action.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

All of the actions in Goal 4 were effective in contributing to the District's goal of developing and implementing plans and protocols to ensure the equitable distribution of resources that support student success.

The site inspection tool is part of a continuous improvement process often being refined to provide solutions to cleanliness and facility issues. This tool provides points of conversation for the principals and custodians, supporting proactive issue resolution and strengthening cross-function alignment between school leadership and site operations.Bi-weekly meetings and site walks with the school principals have been established along with monthly check-in walks with the grounds team and site custodians. These measures offers consistency on cleanliness and provides opportunities to address issues proactively and more effectively. (Action 5.1).

MVWSD is a 1:1 technology device District. Each year the District issues new Chromebooks to students entering TK/K and 5th grade. Students use these devices through their end of their 4th grade or 8th grade year (Action 5.2) This practice continued in 2023-24 and will continue into 2024-25. The new chromebooks purchased have the capability of connecting to the District-wide CBRS network (MVWSDConnect). MVWSD Connect (Action 5.3) is the District's initiative to ensure all students have access to the internet at home. The District has installed CBRS radios at all 11 school sites which extends the range of the District's network by up to 3/4 of a mile from the school site.. CBRS routers and chromebooks are provided to students who need them at home. The District has two sites left to install CBRS radios - MVWSD staff housing and Whisman School. The staff housing the District is waiting on the dark fiber to be completed and for Whisman, staff needs to determine the best location and then order the mount for it. The goal is to have both sites completed this school year or at least before next school year starts.

As of March Child Nutrition has served 340,276 Breakfast, 350,914 Lunches and 5837 Suppers, for a total of 700,285 meals at no charge to families. The focus Group has met and sampled school grown produce at two school sites, sampled lunch at Crittenden and focused on ways to assist in funding local produce next school year. This year breakfast has been served to all students in the morning at Castro.

District staff was planning to continue to enhance the 24/7 dashboard that gives access to standards aligned reading and math instructional materials to students and families from home. District staff did not update the 24/7 Dashboard in 2024-25 for English Language Arts or math. With a new English Language Arts Adoption and an anticipated new mathematics adoptions in 2026-27 it was not feasible to update the dashboard at this time. Additionally, staff capacity to complete this project was diminished due to staffing changes in January 2025. The District will not be updating the dashboard in 2025-26 but instead revisiting the effectiveness of this project and making and decisions on next steps. This action step is being removed from the LCAP for 2025-26.

The Assistant Director of Maintenance Operations and Transportation was promoted to Interim Director of Maintenance in Spring 2024. This position will not be refilled as The District will be looking at ways to reorganize the department. This action will be removed for 2025-26.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Action 5.1: School Cleanliness - This year in order to improve and maintain the cleanliness, safety, and functionality of all school sites staff will be implementing bi-monthly inspections using methods aligned with the State of California Facility Inspection Tool (FIT). The District will also conduct focus groups with students to try to better understand their concerns regarding cleanliness and address them.
Action 5.2: Chromebooks - In 2025-26, the District will no longer be issuing Chromebooks to kindergarten students that are only used at home. Kindergarten students will continue to have access to Chromebooks in the classroom and the District will provide a Chromebook for any kindergarten family that requests one to have at home.
Action 5.4: Meals for Students - The District will continue to ensure every child that needs food has the opportunity for nutritionally balanced daily meals. The focus for 2025-26 will shift to serving local produce by partnering with small, local farms, researching and identifying products that eliminate artificial dyes, and replace items where practical, Visit and sample produce from each school garden when available and holding a minimum of four Child Nutrition Focus Group meetings per year to discuss and address current issues.
Action 5.5: Assistant Director of Maintenance Operations and Transportation - This position will not be filled for 2025-26. The District will be looking at ways to reorganize the department. This action step will be removed.
Action 5.6: Flexible Learning Environments - District staff was planning to continue to enhance the 24/7 dashboard that gives access to standards aligned reading and math instructional materials to students and families from home. District staff did not update the 24/7 Dashboard in 2024-25 for English Language Arts or math. With a new English Language Arts Adoption and an anticipated new mathematics adoptions in 2026-27 it was not feasible to update the dashboard at this time. Additionally, staff capacity to complete this project was diminished due to staffing changes in January 2025. The District will not be updating the dashboard in 2025-26 but instead revisiting the effectiveness of this project and making and decisions on next steps. This action step is being removed from the LCAP for 2025-26.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
5.1	School Cleanliness	Improve and maintain the cleanliness, safety, and functionality of all school sites by implementing bi-monthly inspections using methods aligned with the State of California Facility Inspection Tool (FIT). Inspections will be conducted at each school, reviewing all playgrounds and restrooms, along	$0.00	No

Action #	Title	Description	Total Funds	Contributing
		with a rotating sample of classrooms to ensure every room is inspected at least twice per year. These inspections will help proactively identify areas needing attention ahead of the annual FIT evaluations, ensuring our campuses remain safe, clean, and fully functional for students, staff, and the community. The District will also conduct focus groups with students across all sites in the District in order to better understand their concerns regarding cleanliness and address them. This action is part of regular staff responsibilities - no expenditures.		
5.2	Technology Devices	The District will issue new Chromebooks to students entering 5th grade in 2025-26. Students that receive a Chromebook at 5th grade will use that device through the end of 8th grade. Issuing new devices at these specific grade levels will ensure that students have access to a fully supported Chromebook throughout their time in MVWSD and ensures a stable budget each year as the cost for the devices is similar year to year. In 2025-26, the District will no longer be issuing Chromebooks to kindergarten students that are only used at home. Kindergarten students will continue to have access to Chromebooks in the classroom and the District will provide a Chromebook for any kindergarten family that requests one to have at home. The change will better allocate resources as it will reduce the Chromebook to student ratio from 2 to 1 to 1 to 1.	$552,996.00	No
5.3	MVWSDConnect	In 2025-26, the department will continue to provide routers and Chromebooks to students who need Internet access at home ensuring internet access for all students. MVWSDConnect is the District's project to ensure all students have access to the Internet at home. The District is investing in CBRS equipment in order to extend the range of the District's network as much as 3/4 of a mile	$0.00	No

Action #	Title	Description	Total Funds	Contributing
		from the school site allowing students to access the Internet from their home		
5.4	Meals for Students	In 2025-26 the District will ensure every child that needs food has the opportunity for nutritionally balanced daily meals. The District will continue to support small, local farms and businesses by serving fresh, local produce. Progress will be measured by comparing the percentage of local spending from last year to this year. The goal is to maintain current purchasing levels even without federal assistance. Additionally, staff will research and identify products that eliminate artificial dyes, and replace items where practical, visit and sample produce from each school garden when available, as coordinated by Living Classroom and hold a minimum of four Child Nutrition Focus Group meetings per year to discuss and address current issues.	$0.00	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
6	Develop and Implement effective and consistent practices that meet the needs of students of Castro School.	Broad Goal

State Priorities addressed by this goal.

Priority 3: Parental Involvement (Engagement)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

As the only Title 1 school and lowest performing school, the District has always identified specific actions to improve outcomes for students at Castro School. Eighty-nine percent of students who attend are identified as unduplicated (Socio-Economically Disadvantaged, English Learner, or Foster Youth). The actions in this goal are additional supports put in place to improve outcomes for students and Castro School and come directly from work done this year by a committee of District staff, teachers, administrators and Board members on Reimagining Castro School. The team met regularly to understand the needs of Castro and visited effective schools in California and New Jersey.

This goal aligns to the District's SP2027 Goals 1, 2, 3 and 5 and State Priorities 2,3 4, 5, 6 and 8

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
6.1	State Priority 4 Student Achievement CAASPP Results - ELA	Spring 2023 ELA Results (percentage of students who met or exceeded standard): Overall - 22% Students with Disabilities - 5%	Spring 2024 ELA Results (percentage of students who met or exceeded standard): Overall - 21%		Spring 2026 ELA Results (percentage of students who met or exceeded standard): Overall - 45%	Spring 2024 ELA Overall - 1 Percentage Point (PP) Students with Disabilities -1 PP

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		English Learners - 5% Hispanic/Latino - 15% Socioeconomically Disadvantaged - 18% English Only - 44% RFEP - 75%	Students with Disabilities - 4% English Learners - 6% Hispanic/Latino - 15% Socioeconomically Disadvantaged - 15% English Only - 42% RFEP - 38%		Students with Disabilities - 33% English Learners - 33% Hispanic/Latino - 40% Socioeconomically Disadvantaged - 41% English Only - 60% RFEP - 82%	English Learners +1 PP Hispanic/Latino - 0 PP Socioeconomically Disadvantaged -3 PP English Only -2 PP RFEP - 37 PP
6.2	State Priority 4 Student Achievement CAASPP Results - math	Spring 2023 math Results (percentage of students who met or exceeded standard): Overall - 16% Students with Disabilities - 5% English Learners - 6% Hispanic/Latino - 11% Socioeconomically Disadvantaged - 13% English Only - 39% RFEP - 44%	Spring 2024 math Results (percentage of students who met or exceeded standard): Overall - 14% Students with Disabilities - 8% English Learners - 2% Hispanic/Latino - 9% Socioeconomically Disadvantaged - 11% English Only - 32% RFEP - 38%		Spring 2026 math Results (percentage of students who met or exceeded standard): Overall - 41% Students with Disabilities - 33% English Learners - 34% Hispanic/Latino - 38% Socioeconomically Disadvantaged - 39% English Only - 57% RFEP - 82%	Spring 2024 Math Overall - 2 Percentage Point (PP) Students with Disabilities +3 PP English Learners - 4 PP Hispanic/Latino -2 PP Socioeconomically Disadvantaged -2 PP English Only -7 PP RFEP - 6 PP
6.3	State Priority 4 English Learner Progress - California Dashboard	2022-23: 43.2% of English Language Learners maintained level 4 or gained at	2023-24: 44.3% of English Language Learners maintained level 4 or gained at least 1		2025-26: 51% of English Language Learners maintained level 4 or gained at least 1	2023-24 +1.1 Percentage Points (PP)

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		least 1 level on the ELPAC	level on the ELPAC		level on the ELPAC	
6.4	State Priority 4 Reclassification Rate	October 2023 The reclassification rate was 5.85%	October 2024 The reclassification rate was 6.70%		October 2026 The reclassification rate will be 34%	2024 +.85 Percentage Points (PP)
6.5	Long Term English Learners	November 2023: 9.3% of EL students are At Risk of becoming Long Term English Learners	November 2024: 1.2% of EL students (2 students) are At Risk of becoming Long Term English Learners		November 2026: 4% of EL students will be At Risk of becoming Long Term English Learners	2024: -8.1 Percentage Points (PP)
6.6	I-Ready Reading Proficiency	Diagnostic 2 2023 - 24 Results (percentage of student who met or exceeded standard) Overall - 16% Students with Disabilities - 0% English Learners - 6% Hispanic - 10% Homeless - Not available SocioEconomically Disadvantaged - 11% English Only - 46% RFEP 27%	Diagnostic 2 2024-25 Results (percentage of student who met or exceeded standard) Overall - 17% Students with Disabilities - 5% English Learners - 9% Hispanic - 13% Homeless - 5% SocioEconomically Disadvantaged - 14% English Only - 52% RFEP - 17%		Diagnostic 2 2026-27 Results (percentage of student who met or exceeded standard) Overall - 31% Students with Disabilities - 30% English Learners - 34% Hispanic - 37% Homeless - Not available SocioEconomically Disadvantaged - 38% English Only - 62% RFEP 49%	2024-25 Diagnostic 2 Overall +1 Percentage Point (PP) Students with Disabilities +5 PP English Learners +3 PP Hispanic - +3 PP Homeless +5 PP SocioEconomically Disadvantaged +3 PP English Only +6 PP RFEP - 10 PP

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
6.7	I-Ready Reading One year's growth	Diagnostic 2 Results 2023-24 24% of students made 1 year's growth in Reading	Diagnostic 2 Results 2024-25 26% of students made 1 year's growth in Reading		Diagnostic 2 Results 2026-27 100% of students will make 1 year's growth in Reading	2024-25 Diagnostic 2 +2 Percentage Points (PP)
6.8	I-Ready math Proficiency	Diagnostic 2 Results 2023-24 (percentage of student who met or exceeded standard) Overall - 10% Students with Disabilities - 3% English Learners - 4% Hispanic - 5% Homeless - Not available SocioEconomically Disadvantaged - 6% English Only - 27% RFEP 33%	Diagnostic 2 Results 2024-25 (percentage of student who met or exceeded standard) Overall - 8% Students with Disabilities - 3% English Learners - 4% Hispanic - 4% Homeless - 2% SocioEconomically Disadvantaged - 6% English Only - 24% RFEP - 6%		Diagnostic 2 Results 2026-27 (percentage of student who met or exceeded standard) Overall - 37% Students with Disabilities - 32% English Learners - 34% Hispanic - 35% Homeless - Not available SocioEconomically Disadvantaged - 36% English Only - 62% RFEP 53%	2024-25 Diagnostic 2 Overall -2 Percentage Point (PP) Students with Disabilities 0 PP English Learners 0 PP Hispanic -1 PP Homeless +2 PP SocioEconomically Disadvantaged 0 PP English Only -3 PP RFEP - 27 PP
6.9	I-Ready math One year's growth	Diagnostic 2 Results 2023-24 19% of students made 1 year's growth in math	Diagnostic 2 Results 2024-25 26% of students made 1 year's growth in math		Diagnostic 2 Results 2026-27 100% of students will make 1 year's growth in math	2024-25 Diagnostic 2 +7 Percentage Points (PP)
6.10	Priority 5	Spring 2024 93.3%	Spring 2025 93.2%		Increase to 97% overall	Spring 2025: - 0.1

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	School Attendance Rates					Percentage Point (PP)
6.11	Priority 5 Chronic Absenteeism	2022-23 Dashboard Results The overall rating for chronic absenteeism is 29.4% Students with Disabilities - 39% English Learners - 27.2% Hispanic - 28.8% Homeless - 23.2% SocioEconomically Disadvantaged - 30.2%	2023-24 Dashboard Results The overall rating for chronic absenteeism is 20.7% Students with Disabilities - 27.3% English Learners - 18% Hispanic - 21.5% Homeless - 15.6% SocioEconomically Disadvantaged - 21.7		2025-26 Dashboard Results The overall rating for chronic absenteeism will be 13% Students with Disabilities - 15% English Learners - 12% Hispanic - 12% Homeless - 9.4% SocioEconomically Disadvantaged - 12.2%	2023-24 Dashboard Overall -8.7 Percentage Point (PP) Students with Disabilities -11.7 PP English Learners - 9.2 PP Hispanic -7.3 PP Homeless -7.6 PP SocioEconomically Disadvantaged - 8.5 PP
6.12	Priority 6 Suspension Rate	2022-23 Dashboard Results The overall suspension rate is 6.1% Students with Disabilities - 14.6% English Learners - 6% Hispanic - 6.4% Homeless - 10.1% SocioEconomically Disadvantaged - 6.4%	2023-24 Dashboard Results The overall rating for suspensions 6.4% Students with Disabilities - -1.3% English Learners - 6.8% Hispanic - 6.8% Homeless - 10.1% SocioEconomically Disadvantaged - 6.6%		2025-26 Dashboard Results The overall suspension rate will be 2.4% Students with Disabilities - 6.2% English Learners - 2.1% Hispanic - 2.1% Homeless - 4.6% SocioEconomically Disadvantaged - 2.1%	2023-24 Dashboard Overall +0.3 Percentage Point (PP) Students with Disabilities (Minus) -1.3 PP English Learners +0.8 PP Hispanic +0.4 PP Homeless 0 PP SocioEconomically Disadvantaged +0.2 PP

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
6.13	Number of parents who respond to the District's LCAP/Climate Survey	Spring 2024 84 parents responded to the District's LCAP/Climate survey from Castro School	Spring 2025 63 parents responded to the District's LCAP/Climate survey from Castro School		Spring 2027 125 parents will respond to the District's LCAP/Climate survey from Castro School	Spring 2025: -21 Parent Respondents
6.14	The percentage of staff who agree or strongly agree that students social emotional needs were met on the LCAP/Climate Survey.	73% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey	61% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey		Spring 2027 81% will agree or strongly agree	Spring 2025: -12 Percentage Points (PP)
6.15	The percentage of parents who agreed or strongly agree that students social emotional needs were met on the LCAP/Climate Survey.	89% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey	79% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey		Spring 2027 92% will agree or strongly agree	Spring 2025: -10 Percentage Points (PP)
6.16	The percentage of families that agree or strongly agree that they understand the academic supports available to their students on the LCAP/Climate Survey	87% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey	79% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey		Spring 2027 96% will agree or strongly agree	Spring 2025: -8 Percentage Points (PP)
6.17	Percentage of families reporting that they agree or strongly agree that MVWSD creates a welcoming environment for families on the LCAP/Climate Survey.	90% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey	86% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey		Spring 2027 93% will agree or strongly agree	Spring 2025: -4 Percentage Points (PP)

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
6.18	Percentage of students reporting that my school is clean on the LCAP/Climate Survey.	37% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey	39% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey		Spring 2027 60% will agree or strongly agree	Spring 2025 +2 Percentage Points (PP)
6.19	Percentage of students reporting that I feel safe at my school my on the LCAP/Climate Survey.	60% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey	74% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey		Spring 2027 68% will agree or strongly agree	Spring 2025 +14 Percentage Points (PP)
6.20	Percentage of staff reporting that I feel safe at my school my on the LCAP/Climate Survey.	74% agreed or strongly agreed on the spring 2024 LCAP/Climate Survey	94% agreed or strongly agreed on the spring 2025 LCAP/Climate Survey		Spring 2027 84% will agree or strongly agree	Spring 2025 +20 Percentage Points (PP)

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Goal 6 contained 5 actions developed to support Castro in addition to other action items in other goals. All 10 actions were implemented as designed and have contributed to the goal of developing and Implementing effective and consistent practices that meet the needs of students of Castro School.

Successful Implementation
The Early Literacy Team worked with site teachers to provide reading intervention to all students who were flagged for reading difficulty on the District's i-Ready Universal Screener (Action 6.1). The team provided reading intervention to 56 K-2 students at Castro over the course of the school year.

The District did hire additional support personnel for Castro in 2024-25. Castro had 2 At Risk Supervisors (Action 6.2) to support students with behavior in 2024-25 similar to 2023-24. Castro had a suspension rate of 6.1% which was an increase of of 1.5% from 2022-23. The District provided an additional 0.5 FTE Community Engagement Facilitator for a total of 1.5 in 2024-25. A main focus of the School and Community Engagement Facilitators was to follow up with families of students with attendance issues. Castro continued to benefit from having a Wellness Center on site staffed with a A licensed social worker and a mental health liaison full-time (Action 6.4).

The District continued to partner with the Santa Clara County Office of Education to provide a Wellness Center at Castro. (Action 6.4). The Wellness Center was staffed with a full time Social Worker and liaison during school hours to support students mental health and social emotional needs. As of March 30, 2025, the Castro Wellness Center has seen 166 students, 76 of whom were first time visitors. In addition to the Wellness Center, Castro has an additional full time counselor (Action 6.5). The counselor, provided 1:1, small group and whole group sessions with students in 2024-25.

The District continued to have a transitional Kindergarten class at Castro (Action 6.6) to provide more consistent programming for families in the Castro neighborhood (Preschool is also located on this campus). In past years, families in the Castro neighborhood did not enroll in TK at other sites due to the logistics of drop off and pick up. Twenty-three students are currently enrolled in the Castro TK.

Castro has fully implemented a master schedule which includes common grade level instructional blocks for math and ELA, multi-grade level Response to Instruction/Reading Intervention blocks, and team teaching in math.
The daily schedule also begins with a school-wide breakfast period (Action 6.7).

Castro had a centralized data team that worked to analyze assessment data to adjust Response to Instruction, Reading Intervention, and English Language Development groups at the end of each trimester (Action 6.8). the team met monthly and included the principal, coach, School and Community Engagement Facilitator, At Risk Supervisor, classroom teacher, newcomer teacher, district administrator (Action 6.8).

The District hired a 1.0FTE Newcomer teacher for Castro School (Action 6.9). Fifty-two students received instruction in 2024-25.

Playworks provided support and structure to recess and lunch and improve safety, engagement and leadership skills for students at Castro in 2024-25 (Action 6.10). Playworks wanted to have each class at Castro participate in a classroom game time once each week. This was adjusted to occur only two times per month in order to try to limit impacts to the master schedule.

Implementation Challenges
Castro did implement a master schedule which include designated time for breakfast during the first part of the school day. The new schedule will have 50 minute blocks for instruction, common breaks for grades 1-5 and allow for cross grade level Response to Instruction each day. The new schedule will also allow for team teaching in math. Even with uninterrupted blocks for ELA, math and designated ELD, instructional minutes were still impacted by other scheduling constraints (Art, Music, Library, Playworks - Class Game Time, SEL Lessons, Field Trips, Living Classroom).

Modified Implementation
The Playworks classroom game time schedule was adjusted from one time per week to 2 times per month (Action 6.10).

Not Implemented
All actions were implemented.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

6.10: Playworks - the cost of the Playworks contract was more than estimated as Castro had a full-time coach instead of part time in 2024-25.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

As the only Title 1 school and lowest performing school, the District has always identified specific actions to improve outcomes for students at Castro School. Eighty-nine percent of students who attend are identified as unduplicated (Socio-Economically Disadvantaged, English Learner, or Foster Youth). Students and families from Castro were disproportionately impacted by the pandemic and gaps in academics and social-emotional health widened greatly and will take time to reduce.

The Early Literacy Team (Action 6.1) worked with site teachers to provide reading intervention to all students who were flagged for reading difficulty on the District's i-Ready Universal Screener (Action 6.1). The team provided reading intervention to 56 K-2 students at Castro to date. While overall I-Ready reading results from Diagnostic 2 in December 2024 are flat there were gains in compared to Diagnostic 2 in December 2023 across early grade levels indicating effectiveness of the Literacy Team - Kindergarten: +1 Percentage Points (PP), First Grade: +9 (PP) and Second Grade: +4 (PP). As students build foundational skills and have access to early intervention overall reading scores will continue to improve.

Castro had 2 At Risk Supervisors in 2024-25 (Action 6.2). A second At Risk was hired due to increasing suspension rates and behavior incidents over the past few years. Castro's suspension rate was 6.1% in 2023-24. As of March 30, 2025 Castro's suspension rate is 1.6%. Two At Risk Supervisors have been able to support students an intervene effectively before incidents escalate. In 2025-26 the District will add a 0.5 FTE Assistant Principal at Castro and will reduce from 2.0 FTE At Risks to 1.5.

The District provided an additional 0.5 FTE Community Engagement Facilitator for a total of 1.5 in 2024-25. Eighty-two percent of parents agreed or strongly agreed on the spring 2025 LCAP/Climate Survey that School and Community Engagement Facilitators have encouraged their involvement in school (+7 Percentage Points from 2024) and 69% agreed or strongly agreed that School and Community Engagement Facilitators have reached out to me (+2 PP from 2024).

Castro elementary school's Wellness Center (Action 6.4) is operational during school hours. A licensed social worker and a mental health liaison are staffed full-time by a grant funded by the Santa Clara County Office of Education. As of March 30, 2025, the Castro Wellness Center has seen 166 students, 76 of whom were first time visitors. Overall, there have been 2404 check-ins to the Wellness Center. User data shows that following a Wellness Center visit 96% of students express positive feelings upon exit. Upon further examination of this data, students expressed feeling calm, happy, and feeling cared for or heard upon exit.

In additional to the Wellness Center, Castro has an additional full time counselor (Action 6.5). The counselor, provided 1:1, small group sessions with students as well as monthly social emotional lessons. The Castro School Counselor has seen 23 students this school year in either group or individual counseling sessions. This is 9 more students than in the 2023-2024 school year. This position will be even more important in 2025-26 as the District anticipates a reduction in staffing in the Wellness Center from a 1.0 FTE Social Worker to a 0.5 FTE.

The District will continue to have a Transitional Kindergarten class at Castro School (Action 6.6). Based on enrollment data for 2025-26, 22 families from the Castro neighborhood have registered for TK and have been assigned there next year.

Castro will continue to implement a master schedule which includes common grade level instructional blocks for math and ELA, multi-grade level Response to Instruction/Reading Intervention blocks, and team teaching in math with a school-wide breakfast period (Action 6.7). The schedule is effective in that School-wide RTI and D-ELD blocks increase teacher collaboration and focus on core instruction and academic intervention. Even with uninterrupted blocks for ELA, math and designated ELD, instructional minutes were still impacted by other scheduling constraints (Art, Music, Library, Playworks - Class Game Time, SEL Lessons, Field Trips, Living Classroom). Staff will work with in District and out of District partners to try to find a way to maximize instructional time and still provide students access to an array of extra curricular activities and experiences. Breakfast was provided during the first 15 minutes of the school day in 2024-25. Data collected indicates that students prefer having access to Second Chance Breakfast at Recess. The District will shift back to this process and provide snacks in the classroom for students that may arrive at school without having eaten (Action 6.7).

Castro had a centralized data team that worked to analyze assessment data to adjust Response to Instruction, Reading Intervention, and English Language Development groups at the end of each trimester (Action 6.8). the team met monthly and included the principal, coach, SCEF, ARIS, classroom teacher, newcomer teacher, district administrator (Action 6.8). The team used a focused data protocol to review academic, behavior, and attendance data. This process was effective in that the streamlined approach allowed teachers to focus on planning differentiated and targeted instruction for their student groups and the centralized process allowed for increased frequency of data collection and quicker adjustments.

The District hired a 1.0 FTE Newcomer teacher for Castro School (Action 2.9). Fifty-two students received instruction in 2024-25 and 3 exited. In addition to building necessary communication skills, this dedicated time effectively creates a safe space for students new to Castro and the country to ask questions and receive support.

Playworks provided support and structure to recess and and lunch and improve safety, engagement and leadership skills for students at Castro in 2024-25 (Action 6.10). Having a Playworks Coach was effective in supporting student behavior and social interactions during recess. The Coach also provided leadership opportunities for older students to be Junior Coaches and learn conflict management and communication skills
The only draw back is that classroom game times take away from instructional time and instead of weekly they needed to be adjusted to 2 times per month. For 2025-26 the Castro and Mistral School will share a Playworks coach. Both Castro and Mistral had Playworks in 2024-25. Mistral also has scheduling contraints as they are a Spanish Dual Immersion School. Since Castro and Mistral share a campus it makes sense for them to have one Playworks coach.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Action 6.3: School and Community Engagement Facilitator - In 2025-26 the District will add a 0.5 FTE Assistant Principal at Castro and will reduce from 1.5 FTE to 1.0 FTE School and Engagement Facilitator. Staff will be reassigned to other sites.

Action 6.4: Wellness Center - The District plans to continue it's partnership with the Santa Clara County Office of Education although has been informed that due to funding reductions the Castro Wellness Center staffing will be reduced. It is anticipated that there will be a full time liaison and a Social Worker available 50% of the time.
Action 6.7: New Daily Schedule/Breakfast - Breakfast was provided during the first 15 minutes of the school day in 2024-25. Data collected indicates that students prefer having access to Second Chance Breakfast at Recess. The District will shift back to this process and provide snacks in the classroom for students that may arrive at school without having eaten (Action 6.7).
Action 6.10: Playworks - For 2025-26 the Castro will share a Playworks coach with Mistral School. Both Castro and Mistral had Playworks in 2024-25. Mistral also has scheduling constraints as they are a Spanish Dual Immersion School. Since Castro and Mistral share a campus it makes sense for them to have one Playworks coach to support both sites.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
6.1	Early Literacy Team	Learning Recovery Emergency Block Grant Action (LREBG) The Early Literacy Team (See also Action 1.14) will dedicate 40% of it's time to supporting students at Castro school in 2025-26. In collaboration with the site team, the master schedule will be adjusted to have common intervention and tier 1 teaching blocks. The Early Literacy Team will specifically support Castro school overall and with student groups that had red indicators on the California Dashboard (English Learners, Hispanic/Latino students, and Socio-Economically Disadvantaged students) as well as for Students with Disabilities. Learning Recovery Emergency Block Grant Action The District's needs assessment has identified early literacy as a need especially in some schools within the District (See Action 1.14). At the end of the 2022-23 school year 67% of 2nd graders were reading at grade level (26% at Castro, 51% Monta Loma, 56% Mistral, 58% Theuerkauf) and 14% of 2nd graders were reading at the Kindergarten level (44% at Castro, 23% at Monta Loma, 18% Mistral). The need is also substantiated through results from the 2024 Dashboard where student groups (Hispanic/Latino, English Leaners and Socio-economically disadvantaged students at these schools have low or very low ratings in English Language Arts. Without strong	$452,965.00	No

Action #	Title	Description	Total Funds	Contributing
		foundational skills students are unable or struggle with the shift from learning to read to reading to learn from 2nd to 3rd grade. Metrics 1.18 and 1.19 The District plans to spend $615,550 in 2025-26 (Goal 1.14 $279,448 and Goal 6.1 $336,102). The District will continue to have an Early Literacy Team in 2026-27 ($1,215,374) and 2027-28 ($906,177) and will utilize remaining LREBG funds for this purpose. Funds will be fully expended in 2027-28. Castro English Language Arts Castro English Lerners, Hispanic and Socio-Economically Disadvantaged students in ELA and/or math		
6.2	At Risk Supervisor	The District will continue to have 1.0 additional At Risk Supervisor at Castro School in 2025-26 The funds for this position are listed in Goal 2, Action 1. This action will specifically support Castro school address the red indicator on the California Dashboard for suspension rates.	$0.00	No
6.3	School and Community Engagement Facilitator	In 2024-25 Castro School had 1.5 FTE School and Community Engagement Facilitators (Goal 3, Action 1). The District will add an Assistant Principal for 2025-26 and will reduce by 0.5 FTE to 1.0 FTE. Funding for this action is included in Goal 3, Action 1 so no expenditures are listed for this action. School and Community Engagement Facilitators act as the liaison between students, staff, and parents to remove barriers to improve student learning	$0.00	No

Action #	Title	Description	Total Funds	Contributing
		and achievement. The responsibilities will include, but are not limited to, serving as a resource to students and parents regarding district and community agencies, resources, parent education, and other events and activities that are linked to strong, positive student outcomes. School and Community Engagement Facilitators are assigned based on a school sites percentage of students who English Learners, Socio-Economically Disadvantaged or Foster Youth (unduplicated count).		
6.4	Wellness Center	Through a partnership with the Santa Clara County Office of Education, Castro School has a Wellness Center staffed with a trained counselor to support student and staff mental health needs. This partnership will continue in the 2025-26 school year although the District anticipates that staffing will be reduced due to funding reductions. It is anticipated that there will be a full time liaison and a Social Worker available 50% of the time. This service is of no direct cost to the District. This action will specifically support Castro school address the red indicators on the California Dashboard : Castro English Language Arts English Lerners, Hispanic and Socio-Economically Disadvantaged students in ELA and/or math Suspension Rates	$0.00	No
6.5	Additional Counselor	Continue to provide an additional 1.0 FTE counselor. Funding for the additional 1.0 FTE is listed in Goal 2, Action 10 so no funding is listed here. Castro School will also have a 0.5 FTE Social Worker through the Wellness Center (Goal 6, Action 4) This action will specifically support Castro school address the red indicators on the California Dashboard : Castro	$0.00	No

Action #	Title	Description	Total Funds	Contributing
		English Language Arts English Lerners, Hispanic and Socio-Economically Disadvantaged students in ELA and/or math Suspension Rates		
6.6	Transitional Kindergarten	The District will continue to have a Transitional Kindergarten class at Castro to provide more consistent programming for families in the Castro neighborhood (Preschool is also located on this campus). in past years, with no Transitional Class available at Castro, families may not have chosen to enroll students due to lack of transportation to another site, thus reducing student's access to critical schooling. Based on enrollment for 2025-26 there are already 23 students registered.	$130,495.00	No
6.7	New Daily Schedule/Breakfast	In 2025-26 Castro will continue to implement the new daily schedule. The new schedule will have 50 minute blocks for instruction, common breaks for grades 1-5 and allow for cross grade level Response to Instruction each day. The new schedule will also allow for team teaching in math. Based on data collected in 2024-25 Castro will shift to providing second chance breakfast at recess time for all students and will also provide snacks in the classrooms for students to have if they arrive at school without having eaten. This action has no funding as it is part of regular staff responsibilities and the District is part of California s Universal Meals Program so breakfast is not cost. Visits to effective schools like Castro both in California and in New Jersey uncovered the need for Castro to offer school-wide breakfast during the school day. Sites visited were successful in using this time to build community by incorporating breakfast into morning meeting and thus access to food/resources was destigmatized. Additionally, visits showed the need for Castro to have a consistent daily schedule that will prioritize longer instructional blocks to prioritize tier 1 instruction and provide for common intervention blocks so teams can work together to share students.	$6,200.00	No

Action #	Title	Description	Total Funds	Contributing
		This action will specifically support Castro school address the red indicators on the California Dashboard : Castro English Language Arts English Lerners, Hispanic and Socio-Economically Disadvantaged students in ELA and/or math Suspension Rates		
6.8	Centralized Data Team	In 2025-26 Castro will continue to implement a site-based data team which will include the Principal, instructional coach, reading intervention, specialist, ELD TOSA, and Newcomer teacher. This team will analyze data and develop student groupings for Response to Instruction and English Language Development so that teachers can focus on planning and providing instruction. This process will support academic outcomes specifically for Hispanic, Socio-Economically Disadvantaged, Homeless, English Learners, Long Term English Learners and Students with Disabilities. This action has no funding as it is part of regular staff responsibilities. Visits to effective schools like Castro both in California and in New Jersey uncovered the need for effective practices including having data management by a site-based team which will take the burden of grouping students off of teachers and allow them to focus on instruction. Having data managed by a central team will promoted school-wide data transparency and ownership. This action will specifically support Castro school address the red indicators on the California Dashboard: Castro English Language Arts English Learners, Hispanic and Socio-Economically Disadvantaged students in ELA and/or math Suspension Rates	$0.00	No

Action #	Title	Description	Total Funds	Contributing
6.9	Dedicated Newcomer Teacher	The District will continue to have a dedicated newcomer teacher to Castro for 2025-26. Castro has the highest number of newcomer students in the District. Funding for the additional 1.0 FTE is listed in Goal 1, Action 11 so no funding is listed here.	$0.00	No
6.10	Playworks	The District will continue to partner with Playworks to bring support and structure to recess and and lunch and improve safety, engagement and leadership skills for students. In 2025-26 Castro will share a Playworks coach with Mistral School. Schools can and should create play environments that help kids be their best. Studies show that recess matters: a thoughtful approach to recess improves children's physical health and social and emotional learning.	$38,000.00	No
6.11	Additional Administrative Support - Assistant Principal	In 2025-26, the District will add a 0.5 FTE Assistant Principal at Castro School. This will allow the principal to focus on instructional leadership and support with the supervision of all the additional support staff on site.	$135,947.00	No

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2025-26]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$3,502,403	$0

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
6.621%	0.000%	$0.00	6.621%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
1.1	**Action:** Instructional Coaches **Need:** While the District had overall ratings of High in ELA and Math, the Low ratings for English Learners and Socio-Economically Disadvantaged students in English Language Arts and math for these student groups indicate a need to continue to provide programs to target support to these groups.	To address the performance gap in ELA and Math for English Learners, Foster Youth, and Socio-Economically Disadvantaged students MVWSD is investing in an instructional coaching team, in conjunction with other programs and initiatives, to support teachers in improving their instructional practices with a focus on closing the achievement gap for students including SocioEconomically Disadvantaged students, English Learners, Foster Youth and other identified subgroups. The District will have a 1.0 FTE instructional coach at each	The District is using several metrics to measure this goal including: 1.1: CAASPP Results - ELA 1.2; CAASPP Results - math 1.3: CAASPP Results - Science 1.9: I-Ready Reading

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	District I-Ready data from Diagnostic 2 in 2024-25 also verifies the need for improved instructional practices for teachers to address learning gaps. Only 22% of Socio Economically Disadvantaged (SED) students and 16% of English Language Learners (ELL) were proficient on Diagnostic 2. **Scope:** LEA-wide	elementary school, the middle schools will share 4.0 FTE (1.0 math, 1.0 science, and 1.0 ELA and 1.0 Social Studies), and the 1.0 English Language Development coach dedicated to the needs to English Learners and newcomers. The District will add a 1.0 FTE Special Education Coach. These coaches will provide training, model lessons, disaggregate data by student group, and coach teachers to ensure that teachers practice is responsive to the needs of these students. Research is clear that teachers are the single most important school based factor affecting student achievement. Students, especially Socio-Economically Disadvantaged, English Learners and Foster Youth need to have access to highly effective teachers. We believe that investing in improved teacher practice is critical to improved outcomes in reading and math for our unduplicated students. This action continues to be prioritized this year and we have determined this action to be effective because 78% (+2 Percentage Points PP) of teachers agreed or strongly agreed on the District's annual LCAP/Climate survey that "the instructional coach helps me improve my practice.'	1.10: I-Ready Reading - one year's growth 1.11: I-Ready math 1.12: I-Ready math - One year's Growth 1.17: District Climate/LCAP Survey - Instructional Coaches
1.5	**Action:** Response to Instruction **Need:** While the District had overall ratings of High in ELA and Math, the Low ratings for English Learners and Socio-Economically Disadvantaged students in English Language Arts and math for these student groups	The District's Response to Instruction Initiative was developed as a strategy for closing the achievement gap that exists by having additional teachers push in at grade levels. This allows sites to lower the teacher to student ratios through small groups supporting our most challenged learners which are our English Learners and Socio-Economically Disadvantaged students at all schools. The orange ratings for English Learners	The District is using several metrics to measure this goal including: 1.1: CAASPP Results - ELA 1.2; CAASPP Results - math

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	indicate a need to continue to provide programs to target support to these groups. District iReady assessment results from December 2024 indicate that these same students continue to be significantly behind in academic achievement. Results varied from those of December 2023. See results below: On or Above Grade Level in Reading English Learners 2024 - 16% (+4 from 2023) Socio-Economically Disadvantaged 22% (0 gain from 2023) English Only - 75% (+1 from 2023) Reclassified Fluent English Proficient 2023 - 61% (+2 from 2023) On or Above Grade Level in Math English Learners 2024- 11% (same as 2023) Socio-Economically Disadvantaged 2024 - 13% (-2 from 2023) English Only 2024 - 64% (-1 from 2023) Reclassified Fluent English Proficient - 2024 - 53% (-1 from 2023) **Scope:** LEA-wide	and SocioEconomically Disadvantaged students in English Language and mathematics on the California Dashboard indicate a need to continue to provide this program in conjunction with other programs to target support to these student groups. Lowering student to teacher ratios and targeting the needs of students is expected to result in improved outcomes in reading and math for students. This action continues to be prioritized this year in conjunction with other programs and initiatives because 66% of parent respondents on the District's LCAP/Climate survey indicated that parents agreed or strongly agreed that they were satisfied with the support their child receives in Response to Instruction. Additionally, 65% of respondents who are parents/guardians of students learning English indicated that English Learners receive the resources and support they need in Response to Instruction and 73% of respondents who are parents/guardians of students receiving free or reduced lunch indicated that receive the resources and support they need in Response to Instruction.	1.3: CAASPP Results - Science 1.9: I-Ready Reading 1.10: I-Ready Reading - one year's growth 1.11: I-Ready math 1.12: I-Ready math - One year's Growth 1.17: District Climate/LCAP Survey - Response to Intervention
3.1	**Action:** School and Community Engagement Facilitators (SCEF)	MVWSD will continue this action and expects it to be effective because by investing in School and Community Engagement Facilitators we will strengthen the home to school connection and	3.1 The percentage of families that agreed or strongly agrees that the

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Need: MVWSD will continue to invest in School and Community Engagement Facilitators with increased allocation to sites with higher populations of English Learners, Foster Youth, and Low-income students. School and Community Engagement Facilitators work directly with families to connect them to needed resources for student and family success. Many of our families, primarily English Learners, Socio-Economically Disadvantaged students and Foster Youth struggle with attendance and engagement in school and have low levels of academic achievement. This is due to a variety of reasons including food or housing insecurities, lack of space appropriate for learning, and mental health issues among other things. Many of these problems were here before the pandemic and have remained even now that we are several years beyond. SCEFs also played a key role in the District's plan to decrease in Chronic Absenteeism rates for our Homeless students in 2023-23 and 2023-24. California Dashboard results showed a decrease of 10.7 percentage points from the 2021-22 school year for these students (32%). Results of the 2024 Dashboard show another 7.2 percentage point decline in Chronic Absenteeism rates (24.8%) for 2023-24 for homeless students. Chronic Absenteeism rates for Students with disabilities declined 8.7 percentage points in 2023-24 to 19.9%. The District will continue to monitor chronic absenteeism rates for	increase engagement as measured through survey data resulting in improved educational and personal outcomes for students and families. On the District's LCAP/Climate survey 86% (+7 Percentage Points from 2024) of staff agree or strongly agree that School and Community Engagement Facilitators are effective in encouraging parent/guardian involvement at my school. Additionally, 80% (+2 Percentage Points from 2024) of respondents who are parents/guardians of students who are English Learners agreed or strongly agreed that Community Engagement Facilitators have reached out to them and 90% (+3 Percentage Points from 2024) agreed or strongly agreed that School and Community Engagement Facilitators encouraged parent involvement in school The increase in participation at Parent University by 40% this year over 2022-23 can also be attributed to the outreach done by our SCEF team.	District is building the capacity of and supporting family members to effectively engage in advisory groups and decision making on the LCAP/Climate Survey. 3.2 The percentage of families that agreed or strongly agrees that the District is providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from an underrepresented groups (English Learners, Foster Youth, SocioEconomically Disadvantaged, Hispanic/Latino and Students with Disabilities) in the school community on the LCAP/Climate Survey. 3.6 The percentage of families that agree or strongly agree that they are encouraged to be involved in school events on the LCAP/Climate Survey.

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Students with Disabilities and Homeless Students by SCEFs 2025-26. Additionally, the District has seen an increase in the percentage of families identifying as homeless across the District. In 2021-22 - 5% (236 families) 2023-24 7% (301 families). As of March 30, 2025 the District has 252 students identified as Homeless - the District will continue to have an additional SCEF specifically focused on McKinney-Vento (Homeless) students for 2024-25. **Scope:** LEA-wide		2.2 Chronic Absenteeism rates specifically for Homeless Students and Students with Disabilities

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
1.7	**Action:** Targeted Student Support Funding **Need:** All schools in MVWSD have English Learners and Socio-Economically Disadvantaged Students and a few have students identified as Foster Youth. Additionally, each school site in our District is unique and their unduplicated	Through stakeholder feedback we learned that it is important that the decision making around meeting these needs also be part of site based planning. All sites will be allocated additional funding based on their unduplicated count to provide site based supplemental services and support for English Learners, Socio-Economically Disadvantaged students, and Foster Youth. Additional funding allows sites to target these needs in a variety of	The District is using several metrics to measure this goal including: 1.1: CAASPP Results - ELA 1.2; CAASPP Results - math

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	students have different needs.The percentages of these students at each site are different and the gaps in achievement between all students and these student groups are high. Each site needs dedicated funding to address the needs of these student groups. **Scope:** Limited to Unduplicated Student Group(s)	ways including the hiring of additional certificated staff to provide before, during and after school intervention and purchasing supplemental programs to target specific gaps or skills. Theses services are in addition to the district wide supports that are already in place. This action continues to be prioritized this year and we have determined this action to be effective because providing these additional funds at the site level in conjunction with other site and District programs should improve academic outcomes for students through targeted supports unique to the school's unduplicated students.	1.3: CAASPP Results - Science 1.9: I-Ready Reading 1.10: I-Ready Reading - one year's growth 1.11: I-Ready math 1.12: I-Ready math - One year's Growth

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students		

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of certificated staff providing direct services to students		

2025-26 Total Expenditures Table

LCAP Year	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
Totals	52,902,364	3,502,403	6.621%	0.000%	6.621%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$7,025,734.00	$1,389,413.00	$5,513,744.00	$570,950.00	$14,499,841.00	$12,895,785.00	$1,604,056.00

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.1	Instructional Coaches	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	On-Going	$3,108,241.00	$0.00	$3,108,241.00				$3,108,241.00	
1	1.2	Technology Coach	All	No			All Schools	On-going	$178,423.00	$0.00			$178,423.00		$178,423.00	
1	1.3	Data Platform - SchoolCity	All	No			All Schools	On-going	$0.00	$38,100.00			$38,100.00		$38,100.00	
1	1.4	iReady Assessment	All	No			All Schools	On-going	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
1	1.5	Response to Instruction	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	On-going	$2,430,228.00	$0.00	$2,430,228.00				$2,430,228.00	
1	1.6	Summer Programming	Students with Disabilities English Learners, Socio-Economically Disadvantaged Students, Foster Youth	No			All Schools	Summer 2024	$0.00	$257,000.00		$257,000.00			$257,000.00	
1	1.7	Targeted Student Support Funding	English Learners Foster Youth Low Income	Yes	Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	All Schools	On-going	$0.00	$354,538.00	$354,538.00				$354,538.00	
1	1.8	Designated English Language Development - English Learners and	English Language Learners and Long Term English	No			All Schools	On-going	$0.00	$25,000.00				$25,000.00	$25,000.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
		Long Term English Learners	Language Learners													
1	1.9	Designated English Language Development - English Learners and Long Term English Learners	English Language Learners and Long Term English Language Learners	No			All Schools	On-going	$0.00	$25,000.00				$25,000.00	$25,000.00	
1	1.10	Integrated English Language Development - English Learners and Long Term English Learners	English Learners and Long Term English Learners	No			All Schools	On-going	$0.00	$25,000.00	$0.00	$0.00	$0.00	$25,000.00	$25,000.00	
1	1.11	English Language Learners - Newcomer Students	English Language Learners - Newcomer studnets	No			Specific Schools: Graham Middle School, Crittenden Middle School, Vargas Elementary (Other Elementary Schools will be determined in summer 2024 based on enrollment for 2024-25).	On-going	$537,027.00	$0.00			$348,775.00	$188,252.00	$537,027.00	
1	1.12	Supports for Students with Disabilities - Differentiated Assistance	Students with Disabilities	No			All Schools	On-going	$0.00	$4,000.00			$4,000.00		$4,000.00	
1	1.13	Multi Tiered System of Support	All	No			All Schools	On-going	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
1	1.14	Early Literacy Team	Students with Disabilities Students identified as	No			Specific Schools: Castro,	On-going	$679,448.00	$0.00		$679,448.00			$679,448.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
			having reading difficulties through the District's universal screener and diagnostic assessments.				Mistral, Monta Loma, Theuerkauf and Vargas Elementary Schools.									
1	**1.15**	Course Access	All	No			Specific Schools: Crittenden Middle School and Graham Middle School	On-going	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
1	**1.16**	ELPAC Interim Assessments - English Language Learners and Long Term English Language Learners	English Language Learners/Long Term English Learners	No			All Schools	On-going	$0.00	$5,000.00	$0.00	$0.00	$5,000.00	$0.00	$5,000.00	
1	**1.17**	Mathematics Programming and Curriculum Adoption	All	No			Specific Schools: All Elementary Schools K-5	On-going	$4,920.00	$0.00	$0.00	$0.00	$4,920.00	$0.00	$4,920.00	
1	**1.18**	Addressing Academic Outcomes for Homeless Students in ELA/Math - Differentiated Assistance	Homeless Students	No			All Schools	On-going	$0.00	$10,000.00	$0.00	$0.00	$0.00	$10,000.00	$10,000.00	
2	**2.1**	At Risk Supervisors	All	No			Specific Schools: Imai, Stevenson, Landels, Vargas, Crittenden, Graham, Mistral, Monta Loma, Theuerkauf and Castro	On-going	$1,420,553.00	$0.00			$1,420,553.00		$1,420,553.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
2	2.2	Improving Attendance Rates	All	No			All Schools	On-going	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
2	2.3	Addressing Chronic Absenteeism Differentiated Assistance	Students with Disabilities Homeless Students	No			All Schools	On-going	$133,416.00	$0.00				$133,416.00	$133,416.00	
2	2.4	Addressing Suspension Rates - Differentiated Assistance	All	No			All Schools	On-going	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
2	2.5	Supporting Student Behavior	All Students with Disabilities	No			All Schools	On-going	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
2	2.6	Additional Targeted Support and Improvement/Targeted Support and Improvement	Students with Disabilities, Homeless Students, Hispanic Students	No			Specific Schools: Imai, Landels, Mistral, Graham, Vargas, Castro, Stevenson, Monta Loma, and Theuerkauf	On-going	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
2	2.7	Health and Wellness Committee	All	No			All Schools	On-going	$2,000.00	$0.00			$2,000.00		$2,000.00	
2	2.8	Partnership with School Linked Services	All	No			All Schools	On-going	$93,000.00	$100,522.00			$193,522.00		$193,522.00	
2	2.9	Student Social Emotional Health - Curriculum	All	No			All Schools	On-going	$0.00	$66,000.00			$66,000.00		$66,000.00	
2	2.10	Student Social Emotional Health - Counselors	All	No			All Schools	On-going	$1,859,366.00	$0.00			$1,859,366.00		$1,859,366.00	
3	3.1	School and Community Engagement Facilitators (SCEF)	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	On-going	$1,200,309.00	$0.00	$1,132,727.00			$67,582.00	$1,200,309.00	
3	3.2	Equity	All	No			All Schools	On-going	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
3	3.3	Parent Engagement - Parent University	All	No			All Schools	On-going	$0.00	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	$5,000.00	
3	3.4	Parent Communication	All	No			All Schools	On-going	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
4	4.1	Teacher Induction	All	No			All Schools	On-going	$529,447.00	$91,700.00			$529,447.00	$91,700.00	$621,147.00	
4	4.2	Employee Retention and Support	All	No			All Schools	On-going	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
4	4.3	Hiring Process	All	No			All Schools	On-Going	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
5	5.1	School Cleanliness	All	No			All Schools	On-going	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
5	5.2	Technology Devices	All	No			All Schools	On-going	$0.00	$552,996.00			$552,996.00		$552,996.00	
5	5.3	MVWSDConnect	All	No			All Schools	On-going	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
5	5.4	Meals for Students	All	No			All Schools	On-going	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
6	6.1	Early Literacy Team	All	No			Specific Schools: Castro Elementary	On-going	$452,965.00	$0.00		$452,965.00			$452,965.00	
6	6.2	At Risk Supervisor	All	No			Specific Schools: Castro Elementary	On-going	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
6	6.3	School and Community Engagement Facilitator	All Students with Disabilities	No			Specific Schools: Castro School	On-going	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
6	6.4	Wellness Center	All	No			Specific Schools: Castro Elementary	On-going	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
6	6.5	Additional Counselor	All	No			Specific Schools: Castro Elementary	Ongoing	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
6	6.6	Transitional Kindergarten	All	No			Specific Schools: Castro Elementary	On-going	$130,495.00	$0.00			$130,495.00		$130,495.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
							ry									
6	**6.7**	New Daily Schedule/Breakfast	All	No			Specific Schools: Castro Elementary	On-going	$0.00	$6,200.00	$0.00	$0.00	$6,200.00	$0.00	$6,200.00	
6	**6.8**	Centralized Data Team	All	No			Specific Schools: Castro Elementary	On-going	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
6	**6.9**	Dedicated Newcomer Teacher	All	No			Specific Schools: Castro Elementary	On-going	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
6	**6.10**	Playworks	All	No			Specific Schools: Castro School	On-going	$0.00	$38,000.00			$38,000.00		$38,000.00	
6	**6.11**	Additional Administrative Support - Assistant Principal	All	No			Specific Schools: Castro Elementary School	On-going	$135,947.00	$0.00			$135,947.00		$135,947.00	

2025-26 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
52,902,364	3,502,403	6.621%	0.000%	6.621%	$7,025,734.00	0.000%	13.281 %	**Total:**	$7,025,734.00
								LEA-wide Total:	$6,671,196.00
								Limited Total:	$354,538.00
								Schoolwide Total:	$0.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	Instructional Coaches	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$3,108,241.00	
1	1.5	Response to Instruction	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$2,430,228.00	
1	1.7	Targeted Student Support Funding	Yes	Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	All Schools	$354,538.00	
3	3.1	School and Community Engagement Facilitators (SCEF)	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$1,132,727.00	

2024-25 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	$16,394,375.00	$15,148,333.80

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	**1.1**	Instructional Coaches	Yes	$2,469,160.00	2,374,683
1	**1.2**	Technology Coach	No	$140,532.00	163,594
1	**1.3**	Data Platform - SchoolCity	No	$37,000.00	36,824.25
1	**1.4**	iReady Assessment	No	$144,493.00	144,493.10
1	**1.5**	Response to Instruction	Yes	$2,328,654.00	2,279,954
1	**1.6**	Summer Programming	No	$225,000.00	225,000
1	**1.7**	Targeted Student Support Funding	Yes	$334,600.00	300,000
1	**1.8**	Designated English Language Development - English Learners and Long Term English Learners	No	$25,000.00	0
1	**1.9**	Designated English Language Development - English Learners and Long Term English Learners	No	$75,000.00	75,908

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.10	Integrated English Language Development - English Learners and Long Term English Learners	No	$25,000.00	23,211.16
1	1.11	English Language Learners - Newcomer Students	No	$469,359.00	484,888
1	1.12	Supports for Students with Disabilities	No	$31,428.00	4,000
1	1.13	Multi Tiered System of Support	No	$0.00	0
1	1.14	Early Literacy Team	No	$769,433.00	794,690
1	1.15	Course Access	No	$0.00	0
1	1.16	ELPAC Interim Assessments - English Language Learners and Long Term English Language Learners	No	$10,000.00	0
1	1.17	English Language Arts Curriculum	No	$2,300,000.00	1,790,876.29
1	1.18	Addressing Academic Outcomes for Homeless Students in ELA/Math - Differentiated Assistance	No	$10,000.00	0
2	2.1	At Risk Supervisors	No	$1,056,073.00	1,154,285
2	2.2	Improving Attendance Rates	No	$0.00	0

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.3	Addressing Chronic Absenteeism Differentiated Assistance	No	$121,429.00	126,344
2	2.4	Addressing Suspension Rates - Differentiated Assistance	No	$0.00	0
2	2.5	Supporting Student Behavior	No	$0.00	0
2	2.6	Additional Targeted Support and Improvement	No	$0.00	0
2	2.7	Health and Wellness Committee	No	$2,000.00	1,980
2	2.8	Partnership with School Linked Services	No	$193,522.00	193,522
2	2.9	Student Social Emotional Health - Curriculum	No	$43,000.00	31,625
2	2.10	Student Social Emotional Health - Counselors	No	$1,822,542.00	1,714,122
2	2.11	Significant Disproportionality	No	$178,486.00	0
3	3.1	School and Community Engagement Facilitators (SCEF)	Yes	$1,051,414.00	1,068,611
3	3.2	Director of Equity	Yes	$284,800.00	175,874
3	3.3	Equity Seminars	No	$68,000.00	0
3	3.4	Equity Advisory Committee	No	$2,000.00	0

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.5	Parent Engagement - Parent University	No	$10,000.00	0
3	3.6	Parent Communication	No	$6,290.00	6,290
3	3.7	Equity Scorecard	No	$0.00	0
3	3.8	Equitable Access to Choice Schools	No	$0.00	0
4	4.1	Teacher Induction	No	$494,759.00	496,996
4	4.2	Employee Retention and Support	No	$0.00	0
4	4.3	Hiring Process	No	$5,000.00	1,079
5	5.1	School Cleanliness	No	$0.00	0
5	5.2	Technology Devices	No	$552,996.00	552,996
5	5.3	MVWSDConnect	No	$150,000.00	0
5	5.4	Meals for Students	No	$0.00	0
5	5.5	Flexible Learning Environments	No	$0.00	0
5	5.6	Assistant Director of Maintenance, Operations and Transportation	No	$284,701.00	213,437

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
6	**6.1**	Early Literacy Team	No	$512,955.00	529,793
6	**6.2**	At Risk Supervisor	No	$0.00	0
6	**6.3**	School and Community Engagement Facilitator	No	$0.00	0
6	**6.4**	Wellness Center	No	$0.00	0
6	**6.5**	Additional Counselor	No	$0.00	0
6	**6.6**	Transitional Kindergarten	No	$121,749.00	121,258
6	**6.7**	New Daily Schedule/Breakfast	No	$0.00	0
6	**6.8**	Centralized Data Team	No	$0.00	0
6	**6.9**	Dedicated Newcomer Teacher	No	$0.00	0
6	**6.10**	Playworks	No	$38,000.00	62,000

2024-25 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
3,430,479	$6,408,117.00	$6,199,122.00	$208,995.00	0.000%	0.000%	0.000%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.1	Instructional Coaches	Yes	$2,469,160.00	2,374,683		
1	1.5	Response to Instruction	Yes	$2,328,654.00	2,279,954		
1	1.7	Targeted Student Support Funding	Yes	$334,600.00	300,000		
3	3.1	School and Community Engagement Facilitators (SCEF)	Yes	$990,903.00	1,068,611		
3	3.2	Director of Equity	Yes	$284,800.00	175,874		

2024-25 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
51,518,791	3,430,479	0	6.659%	$6,199,122.00	0.000%	12.033%	$0.00	0.000%

Local Control and Accountability Plan Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California Education Code [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).

    - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).

        - **NOTE:** As specified in EC Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to EC Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, EC

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (EC sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in EC sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023 and Senate Bill 153, Chapter 38, Statues of 2024.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

> Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- LEAs may also provide information about their strategic plan, vision, etc.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

EC Section 52064.4 requires that an LEA that has unexpended Learning Recovery Emergency Block Grant (LREBG) funds must include one or more actions funded with LREBG funds within the 2025-26, 2026-27 and 2027-28 LCAPs, as applicable to the LEA. To implement the requirements of *EC* Section 52064.4, all LEAs must do the following:

- For the 2025–26, 2026–27, and 2027–28 LCAP years, identify whether or not the LEA has unexpended LREBG funds for the applicable LCAP year.
    - If the LEA has unexpended LREBG funds the LEA must provide the following:
        - The goal and action number for each action that will be funded, either in whole or in part, with LREBG funds; and
        - An explanation of the rationale for selecting each action funded with LREBG funds. This explanation must include:
            - An explanation of how the action is aligned with the allowable uses of funds identified in *EC* Section 32526(c)(2); and
            - An explanation of how the action is expected to address the area(s) of need of students and schools identified in the needs assessment required by *EC* Section 32526(d).
                - For information related to the allowable uses of funds and the required needs assessment, please see the Program Information tab on the LREBG Program Information web page.
            - Actions may be grouped together for purposes of these explanations.
            - The LEA may provide these explanations as part of the action description rather than as part of the Reflections: Annual Performance.
    - If the LEA does not have unexpended LREBG funds, the LEA is not required to conduct the needs assessment required by *EC* Section 32526(d), to provide the information identified above or to include actions funded with LREBG funds within the 2025-26, 2026-27 and 2027-28 LCAPs.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with EC sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

Comprehensive Support and Improvement
An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (EC Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

Requirements

School districts and COEs: *EC* Section 52060(g) and *EC* Section 52066(g) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,

- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: *EC* Section 47606.5(d) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the CDE's LCAP webpage.

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see *Education Code* Section 52062;
    - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see *Education Code* Section 52068; and
- For charter schools, see *Education Code* Section 47606.5.

- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.

- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.

- For the purposes of this prompt, this may also include, but is not necessarily limited to:
    - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
    - Inclusion of metrics other than the statutorily required metrics
    - Determination of the target outcome on one or more metrics
    - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
    - Inclusion of action(s) or a group of actions
    - Elimination of action(s) or group of actions
    - Changes to the level of proposed expenditures for one or more actions
    - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
    - Analysis of effectiveness of the specific actions to achieve the goal
    - Analysis of material differences in expenditures
    - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
    - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that

is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
    - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The *LCFF State Priorities Summary* provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

(A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and

(B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school's educators, if applicable.

- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school's educators.
    - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
    - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
    - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: *EC* Section 42238.024(b)(1) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.

- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.

- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.

- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.

- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.

    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

- **Required metrics for Equity Multiplier goals**: For each Equity Multiplier goal, the LEA must identify:

    - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or

    - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

- **Required metrics for actions supported by LREBG funds**: To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include at least one metric to monitor the impact of each action funded with LREBG funds included in the goal.

    - The metrics being used to monitor the impact of each action funded with LREBG funds are not required to be new metrics; they may be metrics that are already being used to measure progress towards goals and actions included in the LCAP.

Complete the table as follows:

Metric #

- Enter the metric number.

Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.
    - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
    - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
    - Indicate the school year to which the baseline data applies.
    - The baseline data must remain unchanged throughout the three-year LCAP.
        - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
        - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
    - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.

- Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26**. Leave blank until then.	Enter information in this box when completing the LCAP for **2026–27**. Leave blank until then.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26** and **2026–27**. Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. "Effective" means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as "Not Applicable."

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
    - Include a discussion of relevant challenges and successes experienced with the implementation process.
    - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
    - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
    - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
    - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
    - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:

- The reasons for the ineffectiveness, and
- How changes to the action will result in a new or strengthened approach.

Actions:

Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
    - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
    - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
    - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496 in the Increased or Improved Services section of the LCAP.

***Actions for Foster Youth*:** School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

For English Learners and Long-Term English Learners

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
    - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
    - Professional development for teachers.
    - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.

For Technical Assistance

- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

For Lowest Performing Dashboard Indicators

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
    - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
    - These required actions will be effective for the three-year LCAP cycle.

For LEAs With Unexpended LREBG Funds

- To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include one or more actions supported with LREBG funds within the 2025–26, 2026–27, and 2027–28 LCAPs, as applicable to the LEA. Actions funded with LREBG funds must remain in the LCAP until the LEA has expended the remainder of its LREBG funds, after which time the actions may be removed from the LCAP.
    - Prior to identifying the actions included in the LCAP the LEA is required to conduct a needs assessment pursuant to *EC* Section 32526(d). For information related to the required needs assessment please see the Program Information tab on the LREBG

Program Information web page. Additional information about the needs assessment and evidence-based resources for the LREBG may be found on the California Statewide System of Support LREBG Resources web page. The required LREBG needs assessment may be part of the LEAs regular needs assessment for the LCAP if it meets the requirements of *EC* Section 32526(d).

- School districts receiving technical assistance and COEs providing technical assistance are encouraged to use the technical assistance process to support the school district in conducting the required needs assessment, the selection of actions funded by the LREBG and/or the evaluation of implementation of the actions required as part of the LCAP annual update process.
- As a reminder, LREBG funds must be used to implement one or more of the purposes articulated in *EC* Section 32526(c)(2).
- LEAs with unexpended LREBG funds must include one or more actions supported by LREBG funds within the LCAP. For each action supported by LREBG funding the action description must:
  - Identify the action as an LREBG action;
  - Include an explanation of how research supports the selected action;
  - Identify the metric(s) being used to monitor the impact of the action; and
  - Identify the amount of LREBG funds being used to support the action.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC*

Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero ($0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.

- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.

- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant**: Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #**: Enter the LCAP Goal number for the action.
- **Action #**: Enter the action's number as indicated in the LCAP Goal.
- **Action Title**: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If "Yes" is entered into the Contributing column, then complete the following columns:
    - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
    - **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
    - **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
    - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.
    - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
    - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

      For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures**: Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions**: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
    - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been $169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of $169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program,

the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 *CCR* Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
    - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
    - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**

- This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on the number and concentration of unduplicated students in the current school year.

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
  - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
  - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
  - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
  - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
  - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
  - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**
  - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**
  - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**

- If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

  The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- **13. LCFF Carryover — Percentage (12 divided by 9)**

  - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
November 2024

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Discussion) Public Hearing: 2025-2026 Budget Adoption

Estimated Time:

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

Background:
Background
The budget process of a school district requires the district to produce and adopt a budget by June 30 for the upcoming year. The Board is required to certify twice each year that the district is able to meet its financial obligations during the year. The two intermediary reports afford the district the opportunity to adjust the budget's revenues and expenditures based on the current climate and events. The First Interim Report reflects activities for July 1st to October 31st and is adopted by December 15th. The Second Interim Report covers July 1st to January 31st and is adopted by March 15th. By September 15th, the district publishes the Unaudited Actual based on July 1st to June 30th of the previous year.

Revenues
The Board will review the budget assumptions for the 2025-2026 Budget and Multi-Year Projection (MYP) at the May 29th board meeting during budget presentation. The assumptions included an estimate of the assessed valuation growth to be 3% in 2025-2026, 2% growth to year 2026-2027 and year 2027-2028 of the MYP respectively, due to uncertainty of property tax growth.

Expenditures
Using our Estimated Actuals budget, the estimated ending balance for 2024-2025 is anticipated to be $51,992,475, unrestricted and restricted combined. The estimated ending balance of 2024-2025 is the beginning balance for the 2025-2026 budget adoption. Our MYP indicates that the District will be spending down our unrestricted fund balance over the next few years.

Summary
The presented 2025-2026 Budget Adoption reflects the District's priorities for the upcoming year. It is anticipated that the District will be in a deficit spending position over the next few years. We anticipate additional budget adjustments to occur as the State goes through its budget adoption process. Staff will continue to monitor potential budget impacts closely.

Fiscal Implication:
Fund 01 General Fund 2025-2026
Unrestricted Beginning Balance: $45,648,804
Total Revenues: $122,397,658
Total Expenditures: $130,827,098
Unrestricted Ending Balance: $38,862,677

Estimated Reserve: 29.71%

Recommended Action:
It is recommended that the Board of Trustees conduct a Public Hearing and discuss the 2025-2026 Budget Adoption. This item will be agendized on the June 12, 2025 meeting for action.

ATTACHMENTS:

Description	Type	Upload Date
Proposed Adopted Budget Fiscal Year 2025-2026	Backup Material	5/21/2025
Statement of Reasons for Excess Reserves 2025-2028	Backup Material	5/21/2025
2025-26 Budget Adoption Public Hearing and May Revise	Presentation	5/22/2025

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Business Services

Assumptions of Public Hearing: Proposed Adopted Budget Fiscal Year 2025-2026

Fund Balance Assumption

1. ENDING BALANCE:
The projected General Fund ending balance on the board approved budget ending June 30, 2026 is $43,563,035, shown as follows:

Restricted	$ 4,700,358
Unappropriated	$38,862,677
Ending Balance	$43,563,035

Staff does not recommend any changes to these amounts. The recently passed Parcel Tax will go into effect in the 2025-26 school year.

2. SURPLUS/DEFICIT:
The Budget Adoption Report projects deficit spending in the current year general fund balance of $8,429,440.

3. RESERVE FOR ECONOMIC UNCERTAINTY:
Total unrestricted reserves are projected to be 29.71% as of June 30, 2026. The California School Boards Association and FCMAT both recommend that basic aid districts have a higher reserve level than the minimum typically required from a revenue-limit district due to uncertainty.

Enrollment Assumption

AVERAGE DAILY ATTENDANCE: Average Daily Attendance (ADA) is projected to be 4,441 students. This number is the total of district enrollment times the percentage of students who attend daily.

Revenue Assumptions

1. LCFF/PROPERTY TAX:
The District's projected Property Tax revenues are above the estimated entitlements under the LCFF (Local Control Funding Formula); therefore, the District remains a Community Funded district. MVWSD is a community-funded district, and it depends on local property tax. Property tax revenues are projected to increase 3% as compared to FY 2024-2025. For the

forecast years, the District's Property tax revenues are projected an increase of 2.0 and 2.0 percent for 2026-2027 and 2027-2028 respectively.

2. EDUCATION PROTECTION ACCOUNT:
Proposition 30, a Sales and Income Tax Increase Initiative, allows the State to create an Education Protection Account (EPA), from which districts will receive a yearly allocation. Mountain View Whisman School District is budgeted to receive $888,200 of EPA funds.

3. LOCAL REVENUE:
Parcel Tax revenues of $5,253,488 are projected for Fiscal year 2025-2026. Measure AA will bring in approximately $5.2 million to the District in ongoing years.

4. SPECIAL EDUCATION:
State revenue is projected with COLA for 2025-2026 $3.9M. All revenue assumptions are based on FY 2025-2026 number of pupils and inter-district transfers.

5. STATE FUNDING:
This Budget Adoption report includes receipt of the "hold harmless" funds that equate to the total State aid received in FY 2012-2013 or $ 3,714,457. The hold harmless provision applies to all Basic Aid districts. It guarantees that districts receive as much total categorical aid as they received in 2012-2013, even if their property taxes exceed the LCFF entitlement.

6. FEDERAL FUNDING:
A few major programs such as Title I-Part A-Improving Basic Programs Every Student Succeeds (ESSA), Title II-Supporting Effective Instruction and Title III-Language Instruction for English Learners are adjusted to reflect preliminary, estimated entitlements.

7. LOTTERY:
Lottery revenue is budgeted at $273 per ADA. Of this revenue amount, $191 is unrestricted, and $82 is restricted. The restricted lottery funds are reserved for instructional materials and for assessment materials.

8. MANDATED SERVICES:
Senate Bill (SB) 1016 established a Mandate Block Grant program to commence with fiscal year 2012-2013. School districts are given a choice to receive funding in support of the FY 2025-2026 mandated activities either through the Mandate Block Grant (MBG) or through the traditional claims process. Funding for MBG is based on average daily attendance (ADA) as of the Second Principal Apportionment for FY 2024-2025. Mountain View Whisman School District has elected to receive the Mandate Block Grant and the amount of $172,529.

9. ELOP FUNDING:
This budget adoption report includes projected funding of $1,958,704 for the Expanded Learning Opportunity Program (ELOP) which supports after-school programs.

10. PROP 28 FUNDING:
Projected funding for Prop28 Arts Education Funding of $608,311

11. LEASE REVENUE:
Lease revenue reflects current contracts, generating $5,781,368 for FY 2025-2026.

12. ADJUSTMENTS:
Potential adjustments to revenue could result from increases or decreases in ADA, fluctuations in property tax, and an increase or decrease in the State's allocation of funding for schools.

Expenditure Assumptions

1. CERTIFICATED SALARIES:
The total certificated FTE, is projected to be 319 for FY 2025-2026. This Budget Adoption Solvency Report includes a negotiated 5% salary schedule increase and step and column increases for the MVEA unit. In FY 2026-2027 the budget includes a negotiated 4% salary increase and step and column increases and in FY 2027-2028 the budget includes the cost of step and column.

2. CLASSIFIED SALARIES:
The total classified FTE, is projected to be 258 for FY 2025-2026. This Budget Adoption Solvency Report includes a negotiated 5% salary schedule increase and step and column increases for CSEA unit. In FY 2026-2027 the budget includes a negotiated 4% salary increase in addition to step and column and in FY 2027-2028 the budget includes the cost of step and column. The District continues to have significant contractor costs in Special Education.

3. MANAGEMENT & UNREPRESENTED SALARIES:
The total management and unrepresented FTE positions, is projected to be 74 for FY 2025-2026. This Budget adoption Report includes a negotiated 5% salary schedule increase and step and column increases for Management and unrepresented. In FY 2026-2027 the budget includes a negotiated 4% salary increase and in addition to step and column and in FY 2027-2028 the budget includes the cost of step and column.

4. EMPLOYEE BENEFITS:
This Budget Adoption Report reflects the health and welfare premium rate changes effective January 01, 2025 and employee retirement changes as of the enacted State budget. For the out years for the MYP, the increase in medical benefits is estimated to be a 5% increase.

5. COST OF ONE PERCENT INCREASE IN SALARIES:
The approximate cost of a one (1%) percent salary increase is as follows:

Certificated Non-Management	$480,020
Classified Non-Management	$238,024
Management & Unrepresented	$171,110

Total Cost of 1%	$889,154

The above costs include statutory employee benefits,
STRS/PERS Medicare, Workers Compensation, OASDI and Unemployment.

6. POST EMPLOYMENT RETIREE BENEFITS:
Benefits are budgeted in accordance with contracts at $379,871 annually. While the district has a fund to pay for Other Post Employment Benefits (OPEB), at present, the district is paying this cost from the General Fund “pay as you go.”

7. SUPPLIES, SERVICES AND CAPITAL IMPROVEMENTS:
Expenses in these categories have increased by 2.92% Consumer Price Index 2025-26, 2.70% 2026-27 and 2.76% CPI 2027-28. Capital improvements - Network project $753K.

8. CONTRIBUTIONS FROM THE GENERAL FUND:
The contribution to support the Special Education program is projected to be $19,059,403. The Routine Repair and Maintenance (RRM) Fund requires a 3% contribution from the Unrestricted General Fund. The district has chosen to contribute 3.18% to support ongoing maintenance projects for a total of $4,042,335.

The Child Development Fund (pre-school) is projected to need extra support in the amount of $808,605.
The District is not projecting a contribution to the Child Nutrition Program for the 2025-2026 Fiscal year.

9. ADJUSTMENTS. Adjustments to expenditures not included in this budget, could result from necessary increases or decreases to staffing and contracted services.

OTHER FUNDS

All other funds are projected to have ending balances for June 30, 2026 shown as follows:

Child Development Fund	$861,189
Cafeteria Fund	$531,820
Capital Facilities Fund	$1,028,960
Post Employment Fund	$7,446,914

	2024-2025	2025-2026	2026-2027	2027-2028
One Percent Statistics				
1% Base Salary Cost	641,426	706,854	756,260	764,548
1% Salary & Statutory Benefit Cost (*incl retirement*)	812,493	889,154	957,305	970,278
1% of Health & Welfare Cost	99,474	112,271	117,885	123,779
1% of General Fund Expenditures	1,259,649	1,308,271	1,348,083	1,404,990
1% Change in ADA	44	44	46	48
Revenue - LCFF & Property Tax				
Property Tax per Student (PT / Enrollment)	17,020	17,203	16,847	16,468
Minimum State Aid per Student (MSA/ Enrollment)	797	786	755	725
Property Tax Growth (RDA excluded)	7%	3%	2%	2%
Net Local Property Tax Revenue	79,329,751	81,268,161	82,852,819	84,413,070
LCFF Minimum State Aid Funding	3,714,457	3,714,457	3,714,457	3,714,457
Outgoing In Lieu of Property Taxes to Charters	(10,847)	0	0	0
Enrollment				
Student Instructional Days	180	180	180	180
Enrollment	4,661	4,724	4,918	5,126
Enrollment Gain (Loss) over prior October	76	63	194	208
Gain (Loss) Percentage	1.46%	1.35%	4.11%	4.23%
ADA (Average Daily Attendance)				
Actual ADA	4428	4441	4623	4818
ADA Gain (Loss)	56	13	182	195
ADA as Percent of Enrollment	95%	94%	94%	94%
Local Control Funding Formula				
Cost of Living Adjustment	1.07%	2.30%	3.02%	3.42%
Unduplicated Percentage	35.34%	35.99%	35.99%	35.99%
Total Funded ADA	4,428	4,441	4,623	4,818
LCFF Base Funding per ADA (exclude add-ons)	11,715	12,012	12,359	12,779
LCFF Supplemental funding per ADA	775	789	804	836
Total Funding per ADA	12,490	12,801	13,163	13,615
% Change in LCFF Base (relative to prior year)	-1.13%	2.63%	7.24%	7.78%
Certificated FTE	298	319	322	325
Classified FTE	256	258	261	263
Management/Confidential FTE	72	74	74	74
Preschool Teachers FTE	7.56	8	8	8
Other Revenue Assumptions				
Mandated Block Grant	166,701	172,529	178,612	185,092
Lease Revenue	7,039,866	5,781,368	3,786,033	3,899,444
Parcel Tax Revenue	2,908,833	5,253,488	5,253,488	5,253,488
Lottery (Unrestricted) per ADA	191	191	191	191
Lottery (Restricted) per ADA	82	82	82	82
Expenditures				
Settled Raises	5%	5%	4%	n/a
STRS Rate	19.10%	19.10%	19.10%	19.10%
PERS Rate	27.05%	27.40%	27.50%	28.50%
Medicare	1.45%	1.45%	1.45%	1.45%
Social Security (classified Only)	6.20%	6.20%	6.20%	6.20%
Unemployment Insurance	0.05%	0.05%	0.05%	0.05%
Workers Compensation	2.24%	2.24%	2.24%	2.24%
Classified Salary Total Rates	36.99%	37.34%	37.44%	38.44%
Certificated Salary Total Rates	22.84%	22.84%	22.84%	22.84%

ANNUAL BUDGET REPORT:

July 1, 2025 Budget Adoption

Select applicable boxes:

X This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

X If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Place: Mountain View Whisman School District
Date: May 23, 2025

Public Hearing:

Place: Mountain View Whisman SD Online
Date: 5/29/25
Time: 6:00PM

Adoption Date: June 12, 2025
Signed:
Clerk/Secretary of the Governing Board
(Original signature required)
Printed Name: Title:

Contact person for additional information on the budget reports:

Name: Rebecca Westover, Ed. D
Title: Chief Business Officer

Telephone: 650-526-3550
E-mail: rwestover@mvwsd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Projected (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.		X
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.		X
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.		X
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	

9a	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	
SUPPLEMENTAL INFORMATION			**No**	**Yes**
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X
SUPPLEMENTAL INFORMATION (continued)			**No**	**Yes**
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2024-25) annual payment?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, are they lifetime benefits?	X	
		• If yes, do benefits continue beyond age 65?	X	
		• If yes, are benefits funded by pay-as-you-go?		X
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation, employee health and welfare, or property and liability)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		
		• Certificated? (Section S8A, Line 1)	X	
		• Classified? (Section S8B, Line 1)	X	
		• Management/supervisor/confidential? (Section S8C, Line 1)	X	
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?		X
		• Adoption date of the LCAP or an update to the LCAP:	**06/12/2025**	
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		X
ADDITIONAL FISCAL INDICATORS			**No**	**Yes**
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?	X	
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?		X
ADDITIONAL FISCAL INDICATORS (continued)			**No**	**Yes**
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	

A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For: 2024-25 Estimated Actuals	2025-26 Budget
01	General Fund/County School Service Fund	GS	GS
08	Student Activity Special Revenue Fund	G	G
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund		
12	Child Development Fund	G	G
13	Cafeteria Special Revenue Fund	G	G
14	Deferred Maintenance Fund		
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects		
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits	G	G
21	Building Fund	G	G
25	Capital Facilities Fund	G	G
30	State School Building Lease-Purchase Fund		
35	County School Facilities Fund	G	G
40	Special Reserve Fund for Capital Outlay Projects	G	G
49	Capital Project Fund for Blended Component Units		
51	Bond Interest and Redemption Fund	G	G
52	Debt Service Fund for Blended Component Units		
53	Tax Override Fund		
56	Debt Service Fund		
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund		
71	Retiree Benefit Fund		
73	Foundation Private-Purpose Trust Fund		
76	Warrant/Pass-Through Fund		
95	Student Body Fund		
A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets	S	
CASH	Cashflow Worksheet		S
CB	Budget Certification		S
CC	Workers' Compensation Certification		S
CEA	Current Expense Formula/Minimum Classroom Comp. - Actuals	GS	
CEB	Current Expense Formula/Minimum Classroom Comp. - Budget		GS
DEBT	Schedule of Long-Term Liabilities	S	
ESMOE	Every Student Succeeds Act Maintenance of Effort	GS	
ICR	Indirect Cost Rate Worksheet	GS	

L	Lottery Report	GS	
MYP	Multiyear Projections - General Fund		GS
SEA	Special Education Revenue Allocations	S	S
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)	S	S
SIAA	Summary of Interfund Activities - Actuals	G	
SIAB	Summary of Interfund Activities - Budget		G
01CS	Criteria and Standards Review	GS	GS

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals Unrestricted (A)	2024-25 Estimated Actuals Restricted (B)	2024-25 Estimated Actuals Total Fund col. A + B (C)	2025-26 Budget Unrestricted (D)	2025-26 Budget Restricted (E)	2025-26 Budget Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	83,929,844.00	3,654,320.00	87,584,164.00	85,870,818.00	3,651,945.00	89,522,763.00	2.2%
2) Federal Revenue		8100-8299	713,346.74	2,509,069.66	3,222,416.40	0.00	2,136,803.00	2,136,803.00	-33.7%
3) Other State Revenue		8300-8599	1,314,396.00	8,264,202.95	9,578,598.95	1,313,157.00	8,316,825.00	9,629,982.00	0.5%
4) Other Local Revenue		8600-8799	8,858,923.17	13,143,282.41	22,002,205.58	7,127,168.00	13,980,942.00	21,108,110.00	-4.1%
5) TOTAL, REVENUES			94,816,509.91	27,570,875.02	122,387,384.93	94,311,143.00	28,086,515.00	122,397,658.00	0.0%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	33,667,665.53	10,573,273.29	44,240,938.82	37,303,186.00	12,105,548.00	49,408,734.00	11.7%
2) Classified Salaries		2000-2999	10,054,519.30	9,473,254.14	19,527,773.44	11,091,402.26	10,200,908.03	21,292,310.29	9.0%
3) Employee Benefits		3000-3999	17,772,582.73	12,267,303.52	30,039,886.25	20,004,914.55	13,278,476.53	33,283,391.08	10.8%
4) Books and Supplies		4000-4999	3,173,200.21	4,443,313.35	7,616,513.56	1,054,459.00	2,469,111.23	3,523,570.23	-53.7%
5) Services and Other Operating Expenditures		5000-5999	9,776,604.84	14,526,374.29	24,302,979.13	8,277,397.00	13,534,079.05	21,811,476.05	-10.3%
6) Capital Outlay		6000-6999	0.00	290,814.00	290,814.00	0.00	753,011.00	753,011.00	158.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(398,472.00)	344,472.00	(54,000.00)	(544,432.00)	490,432.00	(54,000.00)	0.0%
9) TOTAL, EXPENDITURES			74,046,100.61	51,918,804.59	125,964,905.20	77,186,926.81	52,831,565.84	130,018,492.65	3.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			20,770,409.30	(24,347,929.57)	(3,577,520.27)	17,124,216.19	(24,745,050.84)	(7,620,834.65)	113.0%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	585,045.00	0.00	585,045.00	808,605.00	0.00	808,605.00	38.2%
2) Other Sources/Uses									
a) Sources		8930-8979	23,178.00	0.00	23,178.00	0.00	0.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(20,482,398.99)	20,482,398.99	0.00	(23,101,737.84)	23,101,737.84	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(21,044,265.99)	20,482,398.99	(561,867.00)	(23,910,342.84)	23,101,737.84	(808,605.00)	43.9%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(273,856.69)	(3,865,530.58)	(4,139,387.27)	(6,786,126.65)	(1,643,313.00)	(8,429,439.65)	103.6%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	45,922,660.39	10,209,201.41	56,131,861.80	45,648,803.70	6,343,670.83	51,992,474.53	-7.4%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals Unrestricted (A)	2024-25 Estimated Actuals Restricted (B)	2024-25 Estimated Actuals Total Fund col. A + B (C)	2025-26 Budget Unrestricted (D)	2025-26 Budget Restricted (E)	2025-26 Budget Total Fund col. D + E (F)	% Diff Column C & F
c) As of July 1 - Audited (F1a + F1b)			45,922,660.39	10,209,201.41	56,131,861.80	45,648,803.70	6,343,670.83	51,992,474.53	-7.4%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			45,922,660.39	10,209,201.41	56,131,861.80	45,648,803.70	6,343,670.83	51,992,474.53	-7.4%
2) Ending Balance, June 30 (E + F1e)			45,648,803.70	6,343,670.83	51,992,474.53	38,862,677.05	4,700,357.83	43,563,034.88	-16.2%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	6,343,670.83	6,343,670.83	0.00	4,700,357.83	4,700,357.83	-25.9%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	45,648,803.70	0.00	45,648,803.70	38,862,677.05	0.00	38,862,677.05	-14.9%
G. ASSETS									
1) Cash									
a) in County Treasury		9110	0.00	0.00	0.00				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	0.00	0.00	0.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	0.00	0.00	0.00				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals Unrestricted (A)	2024-25 Estimated Actuals Restricted (B)	2024-25 Estimated Actuals Total Fund col. A + B (C)	2025-26 Budget Unrestricted (D)	2025-26 Budget Restricted (E)	2025-26 Budget Total Fund col. D + E (F)	% Diff Column C & F
9) Lease Receivable		9380	0.00	0.00	0.00				
10) TOTAL, ASSETS			0.00	0.00	0.00				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	0.00	0.00	0.00				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			0.00	0.00	0.00				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00	0.00	0.00				
LCFF SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	3,714,457.00	0.00	3,714,457.00	3,714,457.00	0.00	3,714,457.00	0.0%
Education Protection Account State Aid - Current Year		8012	885,636.00	0.00	885,636.00	888,200.00	0.00	888,200.00	0.3%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	234,000.00	0.00	234,000.00	236,000.00	0.00	236,000.00	0.9%
Timber Yield Tax		8022	1,258.00	0.00	1,258.00	1,258.00	0.00	1,258.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	74,255,245.00	0.00	74,255,245.00	76,482,903.00	0.00	76,482,903.00	3.0%
Unsecured Roll Taxes		8042	4,847,095.00	0.00	4,847,095.00	4,545,000.00	0.00	4,545,000.00	-6.2%
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8044	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Community Redevelopment Funds (SB 617/699/1992)		8047	3,000.00	0.00	3,000.00	3,000.00	0.00	3,000.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			83,940,691.00	0.00	83,940,691.00	85,870,818.00	0.00	85,870,818.00	2.3%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(10,847.00)	0.00	(10,847.00)	0.00	0.00	0.00	-100.0%
Property Taxes Transfers		8097	0.00	3,654,320.00	3,654,320.00	0.00	3,651,945.00	3,651,945.00	-0.1%
LCFF Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			83,929,844.00	3,654,320.00	87,584,164.00	85,870,818.00	3,651,945.00	89,522,763.00	2.2%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	1,338,830.89	1,338,830.89	0.00	1,280,057.00	1,280,057.00	-4.4%
Special Education Discretionary Grants		8182	0.00	106,702.00	106,702.00	0.00	96,487.00	96,487.00	-9.6%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		568,901.94	568,901.94		434,401.00	434,401.00	-23.6%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		94,426.00	94,426.00		94,426.00	94,426.00	0.0%
Title III, Immigrant Student Program	4201	8290		77,562.56	77,562.56		57,285.00	57,285.00	-26.1%
Title III, English Learner Program	4203	8290		277,584.54	277,584.54		145,229.00	145,229.00	-47.7%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Other Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290		32,100.00	32,100.00		28,918.00	28,918.00	-9.9%
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	713,346.74	12,961.73	726,308.47	0.00	0.00	0.00	-100.0%
TOTAL, FEDERAL REVENUE			713,346.74	2,509,069.66	3,222,416.40	0.00	2,136,803.00	2,136,803.00	-33.7%
OTHER STATE REVENUE									
Other State Apportionments									
Special Education Master Plan									
Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	166,701.00	0.00	166,701.00	172,529.00	0.00	172,529.00	3.5%
Lottery - Unrestricted and Instructional Materials		8560	838,299.00	359,898.00	1,198,197.00	831,232.00	356,864.00	1,188,096.00	-0.8%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Expanded Learning Opportunities Program (ELO-P)	2600	8590		1,958,704.00	1,958,704.00		1,958,704.00	1,958,704.00	0.0%
After School Education and Safety (ASES)	6010	8590		515,109.69	515,109.69		513,645.00	513,645.00	-0.3%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
Arts and Music in Schools (Prop 28)	6770	8590		608,311.00	608,311.00		608,311.00	608,311.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	309,396.00	4,822,180.26	5,131,576.26	309,396.00	4,879,301.00	5,188,697.00	1.1%
TOTAL, OTHER STATE REVENUE			1,314,396.00	8,264,202.95	9,578,598.95	1,313,157.00	8,316,825.00	9,629,982.00	0.5%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals Unrestricted (A)	2024-25 Estimated Actuals Restricted (B)	2024-25 Estimated Actuals Total Fund col. A + B (C)	2025-26 Budget Unrestricted (D)	2025-26 Budget Restricted (E)	2025-26 Budget Total Fund col. D + E (F)	% Diff Column C & F
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	2,928,643.00	2,928,643.00	0.00	5,253,488.00	5,253,488.00	79.4%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	6,873,165.00	0.00	6,873,165.00	5,781,368.00	0.00	5,781,368.00	-15.9%
Interest		8660	1,647,432.00	0.00	1,647,432.00	1,275,800.00	0.00	1,275,800.00	-22.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Miscellaneous Funds Non-LCFF (50 Percent) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenue from Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	254,375.17	9,966,076.41	10,220,451.58	70,000.00	8,471,452.00	8,541,452.00	-16.4%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		248,563.00	248,563.00		256,002.00	256,002.00	3.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	83,951.00	0.00	83,951.00	0.00	0.00	0.00	-100.0%
TOTAL, OTHER LOCAL REVENUE			8,858,923.17	13,143,282.41	22,002,205.58	7,127,168.00	13,980,942.00	21,108,110.00	-4.1%
TOTAL, REVENUES			94,816,509.91	27,570,875.02	122,387,384.93	94,311,143.00	28,086,515.00	122,397,658.00	0.0%
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	26,377,788.71	7,965,467.29	34,343,256.00	31,300,179.00	8,384,901.00	39,685,080.00	15.6%
Certificated Pupil Support Salaries		1200	1,188,647.00	1,552,688.00	2,741,335.00	145,126.00	2,779,538.00	2,924,664.00	6.7%
Certificated Supervisors' and Administrators' Salaries		1300	5,628,732.82	1,055,118.00	6,683,850.82	5,768,381.00	941,109.00	6,709,490.00	0.4%
Other Certificated Salaries		1900	472,497.00	0.00	472,497.00	89,500.00	0.00	89,500.00	-81.1%
TOTAL, CERTIFICATED SALARIES			33,667,665.53	10,573,273.29	44,240,938.82	37,303,186.00	12,105,548.00	49,408,734.00	11.7%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	1,358,572.76	5,359,843.76	6,718,416.52	1,892,432.26	5,710,368.65	7,602,800.91	13.2%
Classified Support Salaries		2200	2,634,393.00	1,516,357.33	4,150,750.33	2,860,248.00	1,722,440.33	4,582,688.33	10.4%
Classified Supervisors' and Administrators' Salaries		2300	1,226,734.00	911,943.00	2,138,677.00	1,319,231.00	969,717.00	2,288,948.00	7.0%
Clerical, Technical and Office Salaries		2400	3,640,076.02	1,193,632.05	4,833,708.07	3,983,568.00	1,295,722.05	5,279,290.05	9.2%
Other Classified Salaries		2900	1,194,743.52	491,478.00	1,686,221.52	1,035,923.00	502,660.00	1,538,583.00	-8.8%
TOTAL, CLASSIFIED SALARIES			10,054,519.30	9,473,254.14	19,527,773.44	11,091,402.26	10,200,908.03	21,292,310.29	9.0%
EMPLOYEE BENEFITS									
STRS		3101-3102	6,255,565.28	5,802,681.26	12,058,246.54	7,034,467.00	6,194,567.00	13,229,034.00	9.7%
PERS		3201-3202	2,341,596.37	2,339,854.65	4,681,451.02	2,632,167.74	2,588,333.47	5,220,501.21	11.5%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals Unrestricted (A)	2024-25 Estimated Actuals Restricted (B)	2024-25 Estimated Actuals Total Fund col. A + B (C)	2025-26 Budget Unrestricted (D)	2025-26 Budget Restricted (E)	2025-26 Budget Total Fund col. D + E (F)	% Diff Column C & F
OASDI/Medicare/Alternative		3301-3302	1,272,343.22	879,924.28	2,152,267.50	1,386,189.40	945,258.09	2,331,447.49	8.3%
Health and Welfare Benefits		3401-3402	6,562,846.65	2,823,720.32	9,386,566.97	7,512,207.81	3,078,870.19	10,591,078.00	12.8%
Unemployment Insurance		3501-3502	26,098.38	11,523.86	37,622.24	33,848.35	12,691.23	46,539.58	23.7%
Workers' Compensation		3601-3602	937,574.44	409,599.15	1,347,173.59	1,026,162.25	458,756.55	1,484,918.80	10.2%
OPEB, Allocated		3701-3702	363,518.00	0.00	363,518.00	379,871.00	0.00	379,871.00	4.5%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	13,040.39	0.00	13,040.39	1.00	0.00	1.00	-100.0%
TOTAL, EMPLOYEE BENEFITS			17,772,582.73	12,267,303.52	30,039,886.25	20,004,914.55	13,278,476.53	33,283,391.08	10.8%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	1,956,626.00	359,898.00	2,316,524.00	209,227.00	425,864.00	635,091.00	-72.6%
Materials and Supplies		4300	1,132,984.21	3,792,438.35	4,925,422.56	828,522.00	1,503,282.23	2,331,804.23	-52.7%
Noncapitalized Equipment		4400	83,590.00	290,977.00	374,567.00	16,710.00	539,965.00	556,675.00	48.6%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			3,173,200.21	4,443,313.35	7,616,513.56	1,054,459.00	2,469,111.23	3,523,570.23	-53.7%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	166,673.28	30,096.00	196,769.28	330,437.00	57,883.00	388,320.00	97.3%
Dues and Memberships		5300	113,256.00	10,900.00	124,156.00	112,529.00	10,900.00	123,429.00	-0.6%
Insurance		5400 - 5450	2,617,816.00	0.00	2,617,816.00	1,138,860.00	0.00	1,138,860.00	-56.5%
Operations and Housekeeping Services		5500	2,120,200.00	310,498.00	2,430,698.00	2,107,300.00	308,998.00	2,416,298.00	-0.6%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	260,948.00	810,580.00	1,071,528.00	210,950.00	515,980.00	726,930.00	-32.2%
Transfers of Direct Costs		5710	(802.00)	802.00	0.00	(802.00)	802.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(500.00)	48,563.50	48,063.50	(500.00)	40,000.00	39,500.00	-17.8%
Professional/Consulting Services and Operating Expenditures		5800	4,428,354.90	13,245,519.79	17,673,874.69	4,311,409.00	12,530,991.05	16,842,400.05	-4.7%
Communications		5900	70,658.66	69,415.00	140,073.66	67,214.00	68,525.00	135,739.00	-3.1%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			9,776,604.84	14,526,374.29	24,302,979.13	8,277,397.00	13,534,079.05	21,811,476.05	-10.3%
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	19,950.00	19,950.00	0.00	0.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	0.00	250,577.00	250,577.00	0.00	0.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals Unrestricted (A)	2024-25 Estimated Actuals Restricted (B)	2024-25 Estimated Actuals Total Fund col. A + B (C)	2025-26 Budget Unrestricted (D)	2025-26 Budget Restricted (E)	2025-26 Budget Total Fund col. D + E (F)	% Diff Column C & F
Equipment		6400	0.00	20,287.00	20,287.00	0.00	753,011.00	753,011.00	3,611.8%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	290,814.00	290,814.00	0.00	753,011.00	753,011.00	158.9%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict									
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals Unrestricted (A)	2024-25 Estimated Actuals Restricted (B)	2024-25 Estimated Actuals Total Fund col. A + B (C)	2025-26 Budget Unrestricted (D)	2025-26 Budget Restricted (E)	2025-26 Budget Total Fund col. D + E (F)	% Diff Column C & F
Transfers of Indirect Costs		7310	(344,472.00)	344,472.00	0.00	(490,432.00)	490,432.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(54,000.00)	0.00	(54,000.00)	(54,000.00)	0.00	(54,000.00)	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(398,472.00)	344,472.00	(54,000.00)	(544,432.00)	490,432.00	(54,000.00)	0.0%
TOTAL, EXPENDITURES			74,046,100.61	51,918,804.59	125,964,905.20	77,186,926.81	52,831,565.84	130,018,492.65	3.2%
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	585,045.00	0.00	585,045.00	808,605.00	0.00	808,605.00	38.2%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			585,045.00	0.00	585,045.00	808,605.00	0.00	808,605.00	38.2%
OTHER SOURCES/USES									
SOURCES									
State Apportionments									
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	23,178.00	0.00	23,178.00	0.00	0.00	0.00	-100.0%
(c) TOTAL, SOURCES			23,178.00	0.00	23,178.00	0.00	0.00	0.00	-100.0%
USES									

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(20,482,398.99)	20,482,398.99	0.00	(23,101,737.84)	23,101,737.84	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(20,482,398.99)	20,482,398.99	0.00	(23,101,737.84)	23,101,737.84	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a- b + c - d + e)			(21,044,265.99)	20,482,398.99	(561,867.00)	(23,910,342.84)	23,101,737.84	(808,605.00)	43.9%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals Unrestricted (A)	2024-25 Estimated Actuals Restricted (B)	2024-25 Estimated Actuals Total Fund col. A + B (C)	2025-26 Budget Unrestricted (D)	2025-26 Budget Restricted (E)	2025-26 Budget Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	83,929,844.00	3,654,320.00	87,584,164.00	85,870,818.00	3,651,945.00	89,522,763.00	2.2%
2) Federal Revenue		8100-8299	713,346.74	2,509,069.66	3,222,416.40	0.00	2,136,803.00	2,136,803.00	-33.7%
3) Other State Revenue		8300-8599	1,314,396.00	8,264,202.95	9,578,598.95	1,313,157.00	8,316,825.00	9,629,982.00	0.5%
4) Other Local Revenue		8600-8799	8,858,923.17	13,143,282.41	22,002,205.58	7,127,168.00	13,980,942.00	21,108,110.00	-4.1%
5) TOTAL, REVENUES			94,816,509.91	27,570,875.02	122,387,384.93	94,311,143.00	28,086,515.00	122,397,658.00	0.0%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		44,191,105.15	35,395,039.23	79,586,144.38	50,074,075.88	35,932,286.70	86,006,362.58	8.1%
2) Instruction - Related Services	2000-2999		10,641,187.14	4,134,075.57	14,775,262.71	11,025,621.00	4,029,163.38	15,054,784.38	1.9%
3) Pupil Services	3000-3999		3,243,972.00	4,286,749.42	7,530,721.42	2,213,315.93	5,740,729.95	7,954,045.88	5.6%
4) Ancillary Services	4000-4999		76,952.00	100,832.00	177,784.00	75,822.00	100,997.00	176,819.00	-0.5%
5) Community Services	5000-5999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		10,704,850.32	2,714,528.37	13,419,378.69	8,219,027.00	2,983,058.81	11,202,085.81	-16.5%
8) Plant Services	8000-8999		5,188,034.00	5,287,580.00	10,475,614.00	5,579,065.00	4,045,330.00	9,624,395.00	-8.1%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			74,046,100.61	51,918,804.59	125,964,905.20	77,186,926.81	52,831,565.84	130,018,492.65	3.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			20,770,409.30	(24,347,929.57)	(3,577,520.27)	17,124,216.19	(24,745,050.84)	(7,620,834.65)	113.0%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	585,045.00	0.00	585,045.00	808,605.00	0.00	808,605.00	38.2%
2) Other Sources/Uses									
a) Sources		8930-8979	23,178.00	0.00	23,178.00	0.00	0.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(20,482,398.99)	20,482,398.99	0.00	(23,101,737.84)	23,101,737.84	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(21,044,265.99)	20,482,398.99	(561,867.00)	(23,910,342.84)	23,101,737.84	(808,605.00)	43.9%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(273,856.69)	(3,865,530.58)	(4,139,387.27)	(6,786,126.65)	(1,643,313.00)	(8,429,439.65)	103.6%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	45,922,660.39	10,209,201.41	56,131,861.80	45,648,803.70	6,343,670.83	51,992,474.53	-7.4%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			45,922,660.39	10,209,201.41	56,131,861.80	45,648,803.70	6,343,670.83	51,992,474.53	-7.4%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			45,922,660.39	10,209,201.41	56,131,861.80	45,648,803.70	6,343,670.83	51,992,474.53	-7.4%
2) Ending Balance, June 30 (E + F1e)			45,648,803.70	6,343,670.83	51,992,474.53	38,862,677.05	4,700,357.83	43,563,034.88	-16.2%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	6,343,670.83	6,343,670.83	0.00	4,700,357.83	4,700,357.83	-25.9%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	45,648,803.70	0.00	45,648,803.70	38,862,677.05	0.00	38,862,677.05	-14.9%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
2600	Expanded Learning Opportunities Program	752,907.84	752,907.84
6318	Antibias Education Grant	101,619.00	101,619.00
6546	Mental Health-Related Services	426,746.34	33,766.34
6547	Special Education Early Intervention Preschool Grant	73,950.57	32,683.57
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	576,863.23	0.00
6770	Arts and Music in Schools (AMS)-Funding Guarantee and Accountability Act (Prop 28)	1,236,526.00	1,205,622.00
7435	Learning Recovery Emergency Block Grant	2,737,100.71	2,121,550.94
7810	Other Restricted State	30,589.00	30,589.00
9010	Other Restricted Local	407,368.14	421,619.14
Total, Restricted Balance		6,343,670.83	4,700,357.83

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,000.00	5,000.00	66.7%
5) TOTAL, REVENUES			3,000.00	5,000.00	66.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	5,700.00	5,000.00	-12.3%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			5,700.00	5,000.00	-12.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(2,700.00)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,700.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	17,103.06	14,403.06	-15.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			17,103.06	14,403.06	-15.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			17,103.06	14,403.06	-15.8%
2) Ending Balance, June 30 (E + F1e)			14,403.06	14,403.06	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	14,403.06	14,403.06	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenues		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00		
REVENUES					
Sale of Equipment and Supplies		8631	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	3,000.00	5,000.00	66.7%
TOTAL, REVENUES			3,000.00	5,000.00	66.7%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Materials and Supplies		4300	5,700.00	5,000.00	-12.3%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			5,700.00	5,000.00	-12.3%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			5,700.00	5,000.00	-12.3%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES					
(a- b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,000.00	5,000.00	66.7%
5) TOTAL, REVENUES			3,000.00	5,000.00	66.7%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		5,700.00	5,000.00	-12.3%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			5,700.00	5,000.00	-12.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(2,700.00)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,700.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	17,103.06	14,403.06	-15.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			17,103.06	14,403.06	-15.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			17,103.06	14,403.06	-15.8%
2) Ending Balance, June 30 (E + F1e)			14,403.06	14,403.06	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	14,403.06	14,403.06	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
8210	Student Activity Funds	14,403.06	14,403.06
Total, Restricted Balance		14,403.06	14,403.06

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	44,676.93	0.00	-100.0%
3) Other State Revenue		8300-8599	2,422,015.72	2,100,231.00	-13.3%
4) Other Local Revenue		8600-8799	329,840.00	315,000.00	-4.5%
5) TOTAL, REVENUES			2,796,532.65	2,415,231.00	-13.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	986,830.00	1,083,551.00	9.8%
2) Classified Salaries		2000-2999	778,447.00	887,208.00	14.0%
3) Employee Benefits		3000-3999	880,778.00	1,003,537.00	13.9%
4) Books and Supplies		4000-4999	359,429.84	40,200.00	-88.8%
5) Services and Other Operating Expenditures		5000-5999	249,299.12	197,193.00	-20.9%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	54,000.00	54,000.00	0.0%
9) TOTAL, EXPENDITURES			3,308,783.96	3,265,689.00	-1.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(512,251.31)	(850,458.00)	66.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	585,045.00	808,605.00	38.2%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			585,045.00	808,605.00	38.2%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			72,793.69	(41,853.00)	-157.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	830,248.31	903,042.00	8.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			830,248.31	903,042.00	8.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			830,248.31	903,042.00	8.8%
2) Ending Balance, June 30 (E + F1e)			903,042.00	861,189.00	-4.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	903,042.00	861,189.00	-4.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	44,676.93	0.00	-100.0%
TOTAL, FEDERAL REVENUE			44,676.93	0.00	-100.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
Expanded Learning Opportunities Program (ELO-P)	2600	8590	0.00	0.00	0.0%
State Preschool	6105	8590	1,950,724.00	2,000,000.00	2.5%
Arts and Music in Schools (Prop 28)	6770	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	471,291.72	100,231.00	-78.7%
TOTAL, OTHER STATE REVENUE			2,422,015.72	2,100,231.00	-13.3%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	14,825.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	315,000.00	315,000.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	15.00	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			329,840.00	315,000.00	-4.5%
TOTAL, REVENUES			2,796,532.65	2,415,231.00	-13.6%
CERTIFICATED SALARIES					

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Certificated Teachers' Salaries		1100	730,877.00	806,940.00	10.4%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	255,953.00	276,611.00	8.1%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			986,830.00	1,083,551.00	9.8%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	610,896.00	696,560.00	14.0%
Classified Support Salaries		2200	55,151.00	72,540.00	31.5%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	112,400.00	118,108.00	5.1%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			778,447.00	887,208.00	14.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	168,989.00	177,907.00	5.3%
PERS		3201-3202	305,497.00	355,161.00	16.3%
OASDI/Medicare/Alternative		3301-3302	90,692.00	102,730.00	13.3%
Health and Welfare Benefits		3401-3402	277,393.00	325,090.00	17.2%
Unemployment Insurance		3501-3502	882.00	987.00	11.9%
Workers' Compensation		3601-3602	37,325.00	41,662.00	11.6%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			880,778.00	1,003,537.00	13.9%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	359,429.84	40,200.00	-88.8%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			359,429.84	40,200.00	-88.8%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	7,400.00	400.00	-94.6%
Dues and Memberships		5300	3,974.00	3,974.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	236,725.12	191,619.00	-19.1%
Communications		5900	1,200.00	1,200.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			249,299.12	197,193.00	-20.9%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	54,000.00	54,000.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			54,000.00	54,000.00	0.0%
TOTAL, EXPENDITURES			3,308,783.96	3,265,689.00	-1.3%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	585,045.00	808,605.00	38.2%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			585,045.00	808,605.00	38.2%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			585,045.00	808,605.00	38.2%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	44,676.93	0.00	-100.0%
3) Other State Revenue		8300-8599	2,422,015.72	2,100,231.00	-13.3%
4) Other Local Revenue		8600-8799	329,840.00	315,000.00	-4.5%
5) TOTAL, REVENUES			2,796,532.65	2,415,231.00	-13.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		2,607,460.96	2,500,527.00	-4.1%
2) Instruction - Related Services	2000-2999		563,305.00	600,028.00	6.5%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		54,000.00	54,000.00	0.0%
8) Plant Services	8000-8999		84,018.00	111,134.00	32.3%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			3,308,783.96	3,265,689.00	-1.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(512,251.31)	(850,458.00)	66.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	585,045.00	808,605.00	38.2%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			585,045.00	808,605.00	38.2%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			72,793.69	(41,853.00)	-157.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	830,248.31	903,042.00	8.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			830,248.31	903,042.00	8.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			830,248.31	903,042.00	8.8%
2) Ending Balance, June 30 (E + F1e)			903,042.00	861,189.00	-4.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	903,042.00	861,189.00	-4.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
7810	Other Restricted State	887,777.00	845,924.00
9010	Other Restricted Local	15,265.00	15,265.00
Total, Restricted Balance		903,042.00	861,189.00

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,335,204.71	1,270,464.00	-4.8%
3) Other State Revenue		8300-8599	2,860,812.00	2,860,812.00	0.0%
4) Other Local Revenue		8600-8799	71,024.00	66,214.00	-6.8%
5) TOTAL, REVENUES			4,267,040.71	4,197,490.00	-1.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	1,775,333.00	1,908,032.00	7.5%
3) Employee Benefits		3000-3999	863,192.50	950,395.50	10.1%
4) Books and Supplies		4000-4999	1,839,172.68	1,879,664.68	2.2%
5) Services and Other Operating Expenditures		5000-5999	45,662.44	54,225.94	18.8%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			4,523,360.62	4,792,318.12	5.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(256,319.91)	(594,828.12)	132.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(256,319.91)	(594,828.12)	132.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,382,967.54	1,126,647.63	-18.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,382,967.54	1,126,647.63	-18.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,382,967.54	1,126,647.63	-18.5%
2) Ending Balance, June 30 (E + F1e)			1,126,647.63	531,819.51	-52.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,126,647.63	531,819.51	-52.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
Child Nutrition Programs		8220	1,335,204.71	1,270,464.00	-4.8%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			1,335,204.71	1,270,464.00	-4.8%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	2,860,812.00	2,860,812.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			2,860,812.00	2,860,812.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	6,110.00	3,000.00	-50.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	64,914.00	63,214.00	-2.6%
TOTAL, OTHER LOCAL REVENUE			71,024.00	66,214.00	-6.8%
TOTAL, REVENUES			4,267,040.71	4,197,490.00	-1.6%
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	1,405,909.00	1,532,785.00	9.0%
Classified Supervisors' and Administrators' Salaries		2300	369,424.00	375,247.00	1.6%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
TOTAL, CLASSIFIED SALARIES			1,775,333.00	1,908,032.00	7.5%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	392,905.00	424,687.00	8.1%
OASDI/Medicare/Alternative		3301-3302	131,967.00	141,497.00	7.2%
Health and Welfare Benefits		3401-3402	299,763.00	342,750.00	14.3%
Unemployment Insurance		3501-3502	957.50	1,021.50	6.7%
Workers' Compensation		3601-3602	37,595.00	40,435.00	7.6%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	5.00	5.00	0.0%
TOTAL, EMPLOYEE BENEFITS			863,192.50	950,395.50	10.1%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	232,214.65	117,404.68	-49.4%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	1,606,958.03	1,762,260.00	9.7%
TOTAL, BOOKS AND SUPPLIES			1,839,172.68	1,879,664.68	2.2%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	300.00	300.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	8,000.00	8,000.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	28,680.00	28,680.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(48,063.50)	(39,500.00)	-17.8%
Professional/Consulting Services and Operating Expenditures		5800	55,545.94	55,545.94	0.0%
Communications		5900	1,200.00	1,200.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			45,662.44	54,225.94	18.8%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			4,523,360.62	4,792,318.12	5.9%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,335,204.71	1,270,464.00	-4.8%
3) Other State Revenue		8300-8599	2,860,812.00	2,860,812.00	0.0%
4) Other Local Revenue		8600-8799	71,024.00	66,214.00	-6.8%
5) TOTAL, REVENUES			4,267,040.71	4,197,490.00	-1.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		4,515,360.62	4,784,318.12	6.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		8,000.00	8,000.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			4,523,360.62	4,792,318.12	5.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(256,319.91)	(594,828.12)	132.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(256,319.91)	(594,828.12)	132.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,382,967.54	1,126,647.63	-18.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,382,967.54	1,126,647.63	-18.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,382,967.54	1,126,647.63	-18.5%
2) Ending Balance, June 30 (E + F1e)			1,126,647.63	531,819.51	-52.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,126,647.63	531,819.51	-52.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	1,126,647.63	531,819.51
Total, Restricted Balance		1,126,647.63	531,819.51

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	150,000.00	125,000.00	-16.7%
5) TOTAL, REVENUES			150,000.00	125,000.00	-16.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			150,000.00	125,000.00	-16.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			150,000.00	125,000.00	-16.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,171,913.67	7,321,913.67	2.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,171,913.67	7,321,913.67	2.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,171,913.67	7,321,913.67	2.1%
2) Ending Balance, June 30 (E + F1e)			7,321,913.67	7,446,913.67	1.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	7,321,913.67	7,446,913.67	1.7%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			0.00		
OTHER LOCAL REVENUE					
Other Local Revenue					
Interest		8660	150,000.00	125,000.00	-16.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			150,000.00	125,000.00	-16.7%
TOTAL, REVENUES			150,000.00	125,000.00	-16.7%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	150,000.00	125,000.00	-16.7%
5) TOTAL, REVENUES			150,000.00	125,000.00	-16.7%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			150,000.00	125,000.00	-16.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			150,000.00	125,000.00	-16.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,171,913.67	7,321,913.67	2.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,171,913.67	7,321,913.67	2.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,171,913.67	7,321,913.67	2.1%
2) Ending Balance, June 30 (E + F1e)			7,321,913.67	7,446,913.67	1.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	7,321,913.67	7,446,913.67	1.7%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,800.14	0.00	-100.0%
5) TOTAL, REVENUES			3,800.14	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	40,308.00	42,275.00	4.9%
3) Employee Benefits		3000-3999	15,446.00	16,304.00	5.6%
4) Books and Supplies		4000-4999	339,395.75	1,243,567.49	266.4%
5) Services and Other Operating Expenditures		5000-5999	2,814,764.46	937,464.70	-66.7%
6) Capital Outlay		6000-6999	23,643,209.42	58,363,276.34	146.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			26,853,123.63	60,602,887.53	125.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(26,849,323.49)	(60,602,887.53)	125.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	74,000,000.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			74,000,000.00	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			47,150,676.51	(60,602,887.53)	-228.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	15,035,623.37	62,186,299.88	313.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,035,623.37	62,186,299.88	313.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,035,623.37	62,186,299.88	313.6%
2) Ending Balance, June 30 (E + F1e)			62,186,299.88	1,583,412.35	-97.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	62,186,299.88	1,583,412.35	-97.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	3,800.14	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,800.14	0.00	-100.0%
TOTAL, REVENUES			3,800.14	0.00	-100.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	40,308.00	42,275.00	4.9%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			40,308.00	42,275.00	4.9%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	10,903.00	11,583.00	6.2%
OASDI/Medicare/Alternative		3301-3302	3,083.00	3,234.00	4.9%
Health and Welfare Benefits		3401-3402	588.00	573.00	-2.6%
Unemployment Insurance		3501-3502	20.00	21.00	5.0%
Workers' Compensation		3601-3602	852.00	893.00	4.8%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			15,446.00	16,304.00	5.6%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	1,053.12	0.00	-100.0%
Noncapitalized Equipment		4400	338,342.63	1,243,567.49	267.5%
TOTAL, BOOKS AND SUPPLIES			339,395.75	1,243,567.49	266.4%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	44,205.50	0.00	-100.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,800,000.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	970,558.96	937,464.70	-3.4%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,814,764.46	937,464.70	-66.7%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	1,716,579.16	14,896,520.50	767.8%
Buildings and Improvements of Buildings		6200	21,626,630.26	43,466,755.84	101.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	300,000.00	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			23,643,209.42	58,363,276.34	146.9%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			26,853,123.63	60,602,887.53	125.7%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Proceeds					
Proceeds from Sale of Bonds		8951	74,000,000.00	0.00	-100.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			74,000,000.00	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			74,000,000.00	0.00	-100.0%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,800.14	0.00	-100.0%
5) TOTAL, REVENUES			3,800.14	0.00	-100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		26,625,123.63	60,602,887.53	127.6%
9) Other Outgo	9000-9999	Except 7600-7699	228,000.00	0.00	-100.0%
10) TOTAL, EXPENDITURES			26,853,123.63	60,602,887.53	125.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			(26,849,323.49)	(60,602,887.53)	125.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	74,000,000.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			74,000,000.00	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			47,150,676.51	(60,602,887.53)	-228.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	15,035,623.37	62,186,299.88	313.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,035,623.37	62,186,299.88	313.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,035,623.37	62,186,299.88	313.6%
2) Ending Balance, June 30 (E + F1e)			62,186,299.88	1,583,412.35	-97.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	62,186,299.88	1,583,412.35	-97.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
9010	Other Restricted Local	62,186,299.88	1,583,412.35
Total, Restricted Balance		62,186,299.88	1,583,412.35

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	800,000.00	770,000.00	-3.8%
5) TOTAL, REVENUES			800,000.00	770,000.00	-3.8%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	10,000.00	9,050,179.00	90,401.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			10,000.00	9,050,179.00	90,401.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			790,000.00	(8,280,179.00)	-1,148.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			790,000.00	(8,280,179.00)	-1,148.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	8,519,139.40	9,309,139.40	9.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,519,139.40	9,309,139.40	9.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,519,139.40	9,309,139.40	9.3%
2) Ending Balance, June 30 (E + F1e)			9,309,139.40	1,028,960.40	-88.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	9,309,139.40	1,028,960.40	-88.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00		
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	200,000.00	150,000.00	-25.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	600,000.00	620,000.00	3.3%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			800,000.00	770,000.00	-3.8%
TOTAL, REVENUES			800,000.00	770,000.00	-3.8%
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	10,000.00	9,050,179.00	90,401.8%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			10,000.00	9,050,179.00	90,401.8%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			10,000.00	9,050,179.00	90,401.8%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	800,000.00	770,000.00	-3.8%
5) TOTAL, REVENUES			800,000.00	770,000.00	-3.8%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		10,000.00	9,050,179.00	90,401.8%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			10,000.00	9,050,179.00	90,401.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			790,000.00	(8,280,179.00)	-1,148.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			790,000.00	(8,280,179.00)	-1,148.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	8,519,139.40	9,309,139.40	9.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,519,139.40	9,309,139.40	9.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,519,139.40	9,309,139.40	9.3%
2) Ending Balance, June 30 (E + F1e)			9,309,139.40	1,028,960.40	-88.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	9,309,139.40	1,028,960.40	-88.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
9010	Other Restricted Local	9,309,139.40	1,028,960.40
Total, Restricted Balance		9,309,139.40	1,028,960.40

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	666.55	666.55	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			666.55	666.55	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			666.55	666.55	0.0%
2) Ending Balance, June 30 (E + F1e)			666.55	666.55	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	666.55	666.55	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	666.55	666.55	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			666.55	666.55	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			666.55	666.55	0.0%
2) Ending Balance, June 30 (E + F1e)			666.55	666.55	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	666.55	666.55	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	35,000.00	0.00	-100.0%
6) Capital Outlay		6000-6999	175,928.00	5,478,028.46	3,013.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	800,000.00	New
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			210,928.00	6,278,028.46	2,876.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(210,928.00)	(6,278,028.46)	2,876.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(210,928.00)	(6,278,028.46)	2,876.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,191,174.49	8,980,246.49	-2.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,191,174.49	8,980,246.49	-2.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,191,174.49	8,980,246.49	-2.3%
2) Ending Balance, June 30 (E + F1e)			8,980,246.49	2,702,218.03	-69.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,911,471.33	0.00	-100.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	4,068,775.16	2,702,218.03	-33.6%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	35,000.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			35,000.00	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	175,928.00	5,478,028.46	3,013.8%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			175,928.00	5,478,028.46	3,013.8%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	800,000.00	New
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	800,000.00	New
TOTAL, EXPENDITURES			210,928.00	6,278,028.46	2,876.4%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		210,928.00	5,478,028.46	2,497.1%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	800,000.00	New
10) TOTAL, EXPENDITURES			210,928.00	6,278,028.46	2,876.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			(210,928.00)	(6,278,028.46)	2,876.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(210,928.00)	(6,278,028.46)	2,876.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,191,174.49	8,980,246.49	-2.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,191,174.49	8,980,246.49	-2.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,191,174.49	8,980,246.49	-2.3%
2) Ending Balance, June 30 (E + F1e)			8,980,246.49	2,702,218.03	-69.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,911,471.33	0.00	-100.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	4,068,775.16	2,702,218.03	-33.6%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
9010	Other Restricted Local	4,911,471.33	0.00
Total, Restricted Balance		4,911,471.33	0.00

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	30,442.39	30,442.39	0.0%
4) Other Local Revenue		8600-8799	31,845,274.22	31,845,274.22	0.0%
5) TOTAL, REVENUES			31,875,716.61	31,875,716.61	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	32,999,541.12	32,999,541.12	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			32,999,541.12	32,999,541.12	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,123,824.51)	(1,123,824.51)	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,123,824.51)	(1,123,824.51)	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	20,847,657.71	19,723,833.20	-5.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			20,847,657.71	19,723,833.20	-5.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			20,847,657.71	19,723,833.20	-5.4%
2) Ending Balance, June 30 (E + F1e)			19,723,833.20	18,600,008.69	-5.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	19,723,833.20	18,600,008.69	-5.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Voted Indebtedness Levies					
Homeowners' Exemptions		8571	30,442.39	30,442.39	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			30,442.39	30,442.39	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	22,793,206.28	22,793,206.28	0.0%
Unsecured Roll		8612	1,920,000.00	1,920,000.00	0.0%
Prior Years' Taxes		8613	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	288,243.19	288,243.19	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	6,843,824.75	6,843,824.75	0.0%
TOTAL, OTHER LOCAL REVENUE			31,845,274.22	31,845,274.22	0.0%
TOTAL, REVENUES			31,875,716.61	31,875,716.61	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	11,981,984.10	11,981,984.10	0.0%
Bond Interest and Other Service Charges		7434	21,017,557.02	21,017,557.02	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			32,999,541.12	32,999,541.12	0.0%
TOTAL, EXPENDITURES			32,999,541.12	32,999,541.12	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	30,442.39	30,442.39	0.0%
4) Other Local Revenue		8600-8799	31,845,274.22	31,845,274.22	0.0%
5) TOTAL, REVENUES			31,875,716.61	31,875,716.61	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	32,999,541.12	32,999,541.12	0.0%
10) TOTAL, EXPENDITURES			32,999,541.12	32,999,541.12	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			(1,123,824.51)	(1,123,824.51)	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,123,824.51)	(1,123,824.51)	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	20,847,657.71	19,723,833.20	-5.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			20,847,657.71	19,723,833.20	-5.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			20,847,657.71	19,723,833.20	-5.4%
2) Ending Balance, June 30 (E + F1e)			19,723,833.20	18,600,008.69	-5.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	19,723,833.20	18,600,008.69	-5.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
9010	Other Restricted Local	19,723,833.20	18,600,008.69
Total, Restricted Balance		19,723,833.20	18,600,008.69

Description	2024-25 Estimated Actuals			2025-26 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	4,428.14	4,341.36	4,428.14	4,441.00	4,354.00	4,441.00
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	4,428.14	4,341.36	4,428.14	4,441.00	4,354.00	4,441.00
5. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class	.04			.04		
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	.04	0.00	0.00	.04	0.00	0.00
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	4,428.18	4,341.36	4,428.14	4,441.04	4,354.00	4,441.00
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2024-25 Estimated Actuals			2025-26 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education Grant ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.00
4. Adults in Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2024-25 Estimated Actuals			2025-26 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools.						
Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA						
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30
Governmental Activities:						
Capital assets not being depreciated:						
Land	1,341,037.00		1,341,037.00			1,341,037.00
Work in Progress	98,925,373.00		98,925,373.00		97,000,000.00	1,925,373.00
Total capital assets not being depreciated	100,266,410.00	0.00	100,266,410.00	0.00	97,000,000.00	3,266,410.00
Capital assets being depreciated:						
Land Improvements	32,799,051.00		32,799,051.00	1,000,000.00		33,799,051.00
Buildings	364,198,665.00		364,198,665.00	96,000,000.00		460,198,665.00
Equipment	6,084,425.15		6,084,425.15	332,691.00		6,417,116.15
Total capital assets being depreciated	403,082,141.15	0.00	403,082,141.15	97,332,691.00	0.00	500,414,832.15
Accumulated Depreciation for:						
Land Improvements	(20,871,557.00)		(20,871,557.00)	(1,100,000.00)		(21,971,557.00)
Buildings	(127,479,931.00)		(127,479,931.00)	(14,000,000.00)		(141,479,931.00)
Equipment	(4,896,190.00)		(4,896,190.00)	(365,000.00)		(5,261,190.00)
Total accumulated depreciation	(153,247,678.00)	0.00	(153,247,678.00)	(15,465,000.00)	0.00	(168,712,678.00)
Total capital assets being depreciated, net excluding lease and subscription assets	249,834,463.15	0.00	249,834,463.15	81,867,691.00	0.00	331,702,154.15
Lease Assets			0.00			0.00
Accumulated amortization for lease assets			0.00			0.00
Total lease assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Subscription Assets			0.00			0.00
Accumulated amortization for subscription assets			0.00			0.00
Total subscription assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Governmental activity capital assets, net	350,100,873.15	0.00	350,100,873.15	81,867,691.00	97,000,000.00	334,968,564.15
Business-Type Activities:						
Capital assets not being depreciated:						
Land			0.00			0.00
Work in Progress			0.00			0.00
Total capital assets not being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Capital assets being depreciated:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total capital assets being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Accumulated Depreciation for:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total accumulated depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Total capital assets being depreciated, net excluding lease and subscription assets	0.00	0.00	0.00	0.00	0.00	0.00
Lease Assets			0.00			0.00
Accumulated amortization for lease assets			0.00			0.00
Total lease assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Subscription Assets			0.00			0.00
Accumulated amortization for subscription assets			0.00			0.00
Total subscription assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Business-type activity capital assets, net	0.00	0.00	0.00	0.00	0.00	0.00

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ESTIMATES THROUGH THE MONTH OF:	JUNE									
A. BEGINNING CASH			51,992,474.53	49,929,621.53	40,826,661.53	31,245,397.53	27,558,501.53	34,987,325.53	46,888,691.53	52,659,808.53
B. RECEIPTS										
LCFF Sources										
Principal Apportionment	8010-8019		784,224.00	557,168.00	783,534.00	557,168.00			222,868.00	252,582.00
Property Taxes	8020-8079			58,500.00		4,539,402.00	17,304,000.00	11,950,000.00	11,701,933.00	0.00
Miscellaneous Funds	8080-8099								1,506,945.00	
Federal Revenue	8100-8299		240,587.00	171,681.00	175,170.00	229,819.00	121,099.00	475,854.00	265,835.00	8,211.00
Other State Revenue	8300-8599		517,720.00	517,720.00	931,889.00	882,533.00	166,701.00		207,087.00	323,711.00
Other Local Revenue	8600-8799		1,531,951.00	1,628,160.00	866,265.00	826,088.00	844,844.00	8,529,317.00	2,687,701.00	1,243,660.00
Interfund Transfers In	8900-8929									
All Other Financing Sources	8930-8979									
TOTAL RECEIPTS			3,074,482.00	2,933,229.00	2,756,858.00	7,035,010.00	18,436,644.00	20,955,171.00	16,592,369.00	1,828,164.00
C. DISBURSEMENTS										
Certificated Salaries	1000-1999		805,000.00	4,750,000.00	4,750,000.00	4,750,000.00	4,950,000.00	4,750,000.00	4,750,000.00	4,750,000.00
Classified Salaries	2000-2999		875,000.00	1,899,200.00	1,899,200.00	1,899,200.00	1,899,200.00	1,899,200.00	1,899,200.00	1,899,200.00
Employee Benefits	3000-3999		1,310,300.00	2,457,300.00	2,457,300.00	2,457,300.00	2,457,300.00	2,457,300.00	2,587,300.00	2,587,300.00
Books and Supplies	4000-4999		150,000.00	232,491.00	1,850,000.00	240,070.00	113,843.00	135,558.00	196,637.00	128,633.00
Services	5000-5999		750,000.00	2,373,438.00	1,354,722.00	1,508,136.00	1,589,177.00	1,747,279.00	1,498,415.00	1,826,649.00
Capital Outlay	6000-6999									
Other Outgo	7000-7499									
Interfund Transfers Out	7600-7629									

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
All Other Financing Uses	7630-7699									
TOTAL DISBURSEMENTS			3,890,300.00	11,712,429.00	12,311,222.00	10,854,706.00	11,009,520.00	10,989,337.00	10,931,552.00	11,191,782.00
D. BALANCE SHEET ITEMS										
Assets and Deferred Outflows										
Cash Not In Treasury	9111-9199			(800,000.00)						
Accounts Receivable	9200-9299		783.00	336,000.00	297,200.00	7,800.00		1,500,000.00		
Due From Other Funds	9310				99,600.00					
Stores	9320									
Prepaid Expenditures	9330		(518.00)	(960.00)	(22,500.00)			374,532.00		
Other Current Assets	9340									
Lease Receivable	9380									
Deferred Outflows of Resources	9490									
SUBTOTAL		0.00	265.00	(464,960.00)	374,300.00	7,800.00	0.00	1,874,532.00	0.00	0.00
Liabilities and Deferred Inflows										
Accounts Payable	9500-9599		807,400.00	(24,300.00)	(30,200.00)	(30,400.00)	(24,700.00)	(26,500.00)	(27,400.00)	(39,200.00)
Due To Other Funds	9610				274,100.00					
Current Loans	9640									
Unearned Revenues	9650									
Deferred Inflows of Resources	9690		255,500.00		103,000.00					
SUBTOTAL		0.00	1,062,900.00	(24,300.00)	346,900.00	(30,400.00)	(24,700.00)	(26,500.00)	(27,400.00)	(39,200.00)
Nonoperating										
Suspense Clearing	9910		(184,400.00)	116,900.00	(54,300.00)	94,600.00	(23,000.00)	34,500.00	82,900.00	22,500.00
TOTAL BALANCE SHEET ITEMS		0.00	(1,247,035.00)	(323,760.00)	(26,900.00)	132,800.00	1,700.00	1,935,532.00	110,300.00	61,700.00
E. NET INCREASE/DECREASE (B - C + D)			(2,062,853.00)	(9,102,960.00)	(9,581,264.00)	(3,686,896.00)	7,428,824.00	11,901,366.00	5,771,117.00	(9,301,918.00)
F. ENDING CASH (A + E)			49,929,621.53	40,826,661.53	31,245,397.53	27,558,501.53	34,987,325.53	46,888,691.53	52,659,808.53	43,357,890.53
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

Description	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ESTIMATES THROUGH THE MONTH OF:	JUNE								
A. BEGINNING CASH		43,357,890.53	42,945,089.53	50,637,650.53	42,180,745.53				
B. RECEIPTS									
LCFF Sources									
Principal Apportionment	8010-8019	457,360.00	252,584.00	250,000.00	485,169.00	0.00		4,602,657.00	4,602,657.00
Property Taxes	8020-8079	10,361,301.00	17,184,025.00	550,000.00	7,619,000.00			81,268,161.00	81,268,161.00
Miscellaneous Funds	8080-8099	500,000.00	16,000.00	45,000.00	1,584,000.00			3,651,945.00	3,651,945.00
Federal Revenue	8100-8299	40,662.00			407,885.00			2,136,803.00	2,136,803.00
Other State Revenue	8300-8599	800,000.00	242,760.00	300,000.00	4,739,861.00			9,629,982.00	9,629,982.00
Other Local Revenue	8600-8799	942,876.00	830,652.00	301,095.00	875,501.00			21,108,110.00	21,108,110.00
Interfund Transfers In	8900-8929							0.00	0.00
All Other Financing Sources	8930-8979							0.00	0.00
TOTAL RECEIPTS		13,102,199.00	18,526,021.00	1,446,095.00	15,711,416.00	0.00	0.00	122,397,658.00	122,397,658.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	4,750,000.00	4,750,000.00	4,950,000.00	703,734.00	0.00		49,408,734.00	49,408,734.00
Classified Salaries	2000-2999	1,899,200.00	1,899,200.00	1,950,000.00	1,374,510.29			21,292,310.29	21,292,310.29
Employee Benefits	3000-3999	2,587,300.00	2,587,300.00	2,587,300.00	6,750,091.08			33,283,391.08	33,283,391.08
Books and Supplies	4000-4999	175,000.00	248,720.00	46,000.00	6,618.00			3,523,570.00	3,523,570.23
Services	5000-5999	2,500,000.00	1,437,140.00	400,000.00	4,826,520.05			21,811,476.05	21,811,476.05
Capital Outlay	6000-6999	357,500.00			395,511.00			753,011.00	753,011.00
Other Outgo	7000-7499				(54,000.00)			(54,000.00)	(54,000.00)
Interfund Transfers Out	7600-7629				808,605.00			808,605.00	808,605.00
All Other Financing Uses	7630-7699							0.00	0.00

Description	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
TOTAL DISBURSEMENTS		12,269,000.00	10,922,360.00	9,933,300.00	14,811,589.42	0.00	0.00	130,827,097.42	130,827,097.65
D. BALANCE SHEET ITEMS									
Assets and Deferred Outflows									
Cash Not In Treasury	9111-9199				810,632.00			10,632.00	
Accounts Receivable	9200-9299		(7,700.00)		(2,194,793.00)			(60,710.00)	
Due From Other Funds	9310				(99,580.00)			20.00	
Stores	9320				7,944.00			7,944.00	
Prepaid Expenditures	9330		(2,000.00)	(131,900.00)	(190,591.00)			26,063.00	
Other Current Assets	9340							0.00	
Lease Receivable	9380							0.00	
Deferred Outflows of Resources	9490							0.00	
SUBTOTAL		0.00	(9,700.00)	(131,900.00)	(1,666,388.00)	0.00	0.00	(16,051.00)	
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599	(2,900.00)	(29,300.00)	(25,800.00)	(45,000.00)			501,700.00	
Due To Other Funds	9610			800.00	(274,100.00)			800.00	
Current Loans	9640							0.00	
Unearned Revenues	9650							0.00	
Deferred Inflows of Resources	9690				(358,500.00)			0.00	
SUBTOTAL		(2,900.00)	(29,300.00)	(25,000.00)	(677,600.00)	0.00	0.00	502,500.00	
Nonoperating									
Suspense Clearing	9910	(1,248,900.00)	69,300.00	137,200.00	163,300.00			(789,400.00)	
TOTAL BALANCE SHEET ITEMS		(1,246,000.00)	88,900.00	30,300.00	(825,488.00)	0.00	0.00	(1,307,951.00)	
E. NET INCREASE/DECREASE (B - C + D)		(412,801.00)	7,692,561.00	(8,456,905.00)	74,338.58	0.00	0.00	(9,737,390.42)	(8,429,439.65)
F. ENDING CASH (A + E)		42,945,089.53	50,637,650.53	42,180,745.53	42,255,084.11				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								42,255,084.11	

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ESTIMATES THROUGH THE MONTH OF:	JUNE									
A. BEGINNING CASH			42,255,084.11	42,255,084.11	42,255,084.11	42,255,084.11	42,255,084.11	42,255,084.11	42,255,084.11	42,255,084.11
B. RECEIPTS										
LCFF Sources										
Principal Apportionment	8010-8019									
Property Taxes	8020-8079									
Miscellaneous Funds	8080-8099									
Federal Revenue	8100-8299									
Other State Revenue	8300-8599									
Other Local Revenue	8600-8799									
Interfund Transfers In	8900-8929									
All Other Financing Sources	8930-8979									
TOTAL RECEIPTS			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C. DISBURSEMENTS										
Certificated Salaries	1000-1999									
Classified Salaries	2000-2999									
Employee Benefits	3000-3999									
Books and Supplies	4000-4999									
Services	5000-5999									
Capital Outlay	6000-6999									
Other Outgo	7000-7499									
Interfund Transfers Out	7600-7629									

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
All Other Financing Uses	7630-7699									
TOTAL DISBURSEMENTS			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
D. BALANCE SHEET ITEMS										
Assets and Deferred Outflows										
Cash Not In Treasury	9111-9199									
Accounts Receivable	9200-9299									
Due From Other Funds	9310									
Stores	9320									
Prepaid Expenditures	9330									
Other Current Assets	9340									
Lease Receivable	9380									
Deferred Outflows of Resources	9490									
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Liabilities and Deferred Inflows										
Accounts Payable	9500-9599									
Due To Other Funds	9610									
Current Loans	9640									
Unearned Revenues	9650									
Deferred Inflows of Resources	9690									
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Nonoperating										
Suspense Clearing	9910									
TOTAL BALANCE SHEET ITEMS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
F. ENDING CASH (A + E)			42,255,084.11	42,255,084.11	42,255,084.11	42,255,084.11	42,255,084.11	42,255,084.11	42,255,084.11	42,255,084.11
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

Description	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ESTIMATES THROUGH THE MONTH OF:	JUNE								
A. BEGINNING CASH		42,255,084.11	42,255,084.11	42,255,084.11	42,255,084.11				
B. RECEIPTS									
LCFF Sources									
Principal Apportionment	8010-8019							0.00	
Property Taxes	8020-8079							0.00	
Miscellaneous Funds	8080-8099							0.00	
Federal Revenue	8100-8299							0.00	
Other State Revenue	8300-8599							0.00	
Other Local Revenue	8600-8799							0.00	
Interfund Transfers In	8900-8929							0.00	
All Other Financing Sources	8930-8979							0.00	
TOTAL RECEIPTS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999							0.00	
Classified Salaries	2000-2999							0.00	
Employee Benefits	3000-3999							0.00	
Books and Supplies	4000-4999							0.00	
Services	5000-5999							0.00	
Capital Outlay	6000-6999							0.00	
Other Outgo	7000-7499							0.00	
Interfund Transfers Out	7600-7629							0.00	
All Other Financing Uses	7630-7699							0.00	

Description	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
TOTAL DISBURSEMENTS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
D. BALANCE SHEET ITEMS									
Assets and Deferred Outflows									
Cash Not In Treasury	9111-9199							0.00	
Accounts Receivable	9200-9299							0.00	
Due From Other Funds	9310							0.00	
Stores	9320							0.00	
Prepaid Expenditures	9330							0.00	
Other Current Assets	9340							0.00	
Lease Receivable	9380							0.00	
Deferred Outflows of Resources	9490							0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599							0.00	
Due To Other Funds	9610							0.00	
Current Loans	9640							0.00	
Unearned Revenues	9650							0.00	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Nonoperating									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
E. NET INCREASE/DECREASE (B - C + D)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
F. ENDING CASH (A + E)		42,255,084.11	42,255,084.11	42,255,084.11	42,255,084.11				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								42,255,084.11	

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to Education Code Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

____ Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined: $ _____

Less: Amount of total liabilities reserved in budget: $ _____

Estimated accrued but unfunded liabilities: $ 0.00

X This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

____ This school district is not self-insured for workers' compensation claims.

Signed _____ Date of Meeting: _____

Clerk/Secretary of the Governing Board

(Original signature required)

Printed Name: _____ Title: _____

For additional information on this certification, please contact:

Name: Rebecca Westover, Ed. D

Title: Chief Business Officer

Telephone: 650-526-3550

E-mail: rwestover@mvwsd.org

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	44,240,938.82	301	0.00	303	44,240,938.82	305	104,265.00	104,265.00	307	44,136,673.82	309
2000 - Classified Salaries	19,527,773.44	311	0.00	313	19,527,773.44	315	930,662.26	930,662.26	317	18,597,111.18	319
3000 - Employee Benefits	30,039,886.25	321	363,518.00	323	29,676,368.25	325	323,517.74	323,517.74	327	29,352,850.51	329
4000 - Books, Supplies Equip Replace. (6500)	7,616,513.56	331	343,455.40	333	7,273,058.16	335	1,175,815.55	1,175,815.55	337	6,097,242.61	339
5000 - Services. . . & 7300 - Indirect Costs	24,248,979.13	341	0.00	343	24,248,979.13	345	3,696,790.14	3,696,790.14	347	20,552,188.99	349
			TOTAL		124,967,117.80	365		TOTAL		118,736,067.11	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011.	1100	34,162,671.00	375
2. Salaries of Instructional Aides Per EC 41011.	2100	6,696,066.52	380
3. STRS.	3101 & 3102	9,487,481.04	382
4. PERS.	3201 & 3202	1,792,241.39	383
5. OASDI - Regular, Medicare and Alternative.	3301 & 3302	1,107,570.29	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans).	3401 & 3402	6,046,945.97	385
7. Unemployment Insurance.	3501 & 3502	25,264.88	390
8. Workers' Compensation Insurance.	3601 & 3602	878,131.46	392
9. OPEB, Active Employees (EC 41372).	3751 & 3752	0.00	
10. Other Benefits (EC 22310).	3901 & 3902	11.00	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10).		60,196,383.55	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2.		0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted).		329,677.00	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*.		0.00	396
14. TOTAL SALARIES AND BENEFITS.		60,196,383.55	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372.		50.70%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high)	60.00%
2. Percentage spent by this district (Part II, Line 15)	50.70%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	9.30%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369).	118,736,067.11
5. Deficiency Amount (Part III, Line 3 times Line 4)	11,042,454.24

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

In Column 4b adjustments were made per note 2.

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense- Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	49,408,734.00	301	0.00	303	49,408,734.00	305	104,265.00	104,265.00	307	49,304,469.00	309
2000 - Classified Salaries	21,292,310.29	311	7,873.00	313	21,284,437.29	315	1,102,343.26	1,102,343.26	317	20,182,094.03	319
3000 - Employee Benefits	33,283,391.08	321	380,643.00	323	32,902,748.08	325	413,651.74	413,651.74	327	32,489,096.34	329
4000 - Books, Supplies Equip Replace. (6500)	3,523,570.23	331	0.00	333	3,523,570.23	335	905,435.00	905,435.00	337	2,618,135.23	339
5000 - Services. . . & 7300 - Indirect Costs	21,757,476.05	341	0.00	343	21,757,476.05	345	3,690,898.00	3,690,898.00	347	18,066,578.05	349
				TOTAL	128,876,965.65	365			TOTAL	122,660,372.65	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011.	1100	39,368,962.00	375
2. Salaries of Instructional Aides Per EC 41011.	2100	7,580,450.91	380
3. STRS.	3101 & 3102	10,421,821.00	382
4. PERS.	3201 & 3202	2,114,352.21	383
5. OASDI - Regular, Medicare and Alternative.	3301 & 3302	1,243,635.82	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans).	3401 & 3402	7,102,413.00	385
7. Unemployment Insurance.	3501 & 3502	33,811.88	390
8. Workers' Compensation Insurance.	3601 & 3602	999,399.29	392
9. OPEB, Active Employees (EC 41372).	3751 & 3752	0.00	
10. Other Benefits (EC 22310).	3901 & 3902	1.00	393

11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)	68,864,847.11	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2	0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted)	329,677.00	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*	0.00	396
14. TOTAL SALARIES AND BENEFITS	68,864,847.11	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372	56.14%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')		

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high)	60.00%
2. Percentage spent by this district (Part II, Line 15)	56.14%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	3.86%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)	122,660,372.65
5. Deficiency Amount (Part III, Line 3 times Line 4)	4,734,690.38

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

In Column 4b adjustments were made per note 2.

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Projected funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):	4,441
District's ADA Standard Percentage Level:	**1.0%**

1A. Calculating the District's ADA Variances

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year	Original Budget Funded ADA (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2022-23)				
District Regular	4,338	4,735		
Charter School				
Total ADA	**4,338**	**4,735**	**N/A**	**Met**
Second Prior Year (2023-24)				
District Regular	4,546	4,528		
Charter School				
Total ADA	**4,546**	**4,528**	**0.4%**	**Met**
First Prior Year (2024-25)				
District Regular	4,500	4,428		
Charter School		0		
Total ADA	**4,500**	**4,428**	**1.6%**	**Not Met**
Budget Year (2025-26)				
District Regular	4,441			
Charter School	0			
Total ADA	**4,441**			

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Funded ADA was estimated above the standard for the first prior year. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting funded ADA, and what changes will be made to improve the accuracy of projections in this area.

Explanation:
(required if NOT met)

Actual ADA was lower than projected at budget adoption

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4): 4,441

District's Enrollment Standard Percentage Level: 1.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CALPADS Actual column for the First Prior Year; all other data are extracted or calculated. CALPADS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment Budget	Enrollment CALPADS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2022-23)				
District Regular	4,615	4,614		
Charter School				
Total Enrollment	**4,615**	**4,614**	**0.0%**	**Met**
Second Prior Year (2023-24)				
District Regular	4,674	4,714		
Charter School				
Total Enrollment	**4,674**	**4,714**	**N/A**	**Met**
First Prior Year (2024-25)				
District Regular	4,661	4,661		
Charter School				
Total Enrollment	**4,661**	**4,661**	**0.0%**	**Met**
Budget Year (2025-26)				
District Regular	4,724			
Charter School				
Total Enrollment	**4,724**			

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CALPADS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2022-23)			
District Regular	4,265	4,614	
Charter School		0	
Total ADA/Enrollment	**4,265**	**4,614**	**92.4%**
Second Prior Year (2023-24)			
District Regular	4,342	4,714	
Charter School	0		
Total ADA/Enrollment	**4,342**	**4,714**	**92.1%**
First Prior Year (2024-25)			
District Regular	4,428	4,661	
Charter School			
Total ADA/Enrollment	**4,428**	**4,661**	**95.0%**
		Historical Average Ratio:	93.2%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	**93.7%**

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A4 and C4)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2025-26)				
District Regular	4,441	4,724		
Charter School	0			
Total ADA/Enrollment	**4,441**	**4,724**	**94.0%**	**Not Met**
1st Subsequent Year (2026-27)				
District Regular	4,623	4,918		
Charter School				
Total ADA/Enrollment	**4,623**	**4,918**	**94.0%**	**Not Met**
2nd Subsequent Year (2027-28)				
District Regular	4,818	5,126		
Charter School				
Total ADA/Enrollment	**4,818**	**5,126**	**94.0%**	**Not Met**

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Projected P-2 ADA to enrollment ratio is above the standard for one or more of the budget or two subsequent fiscal years. Provide reasons why the projected ratio exceeds the district's historical average ratio by more than 0.5%.

Explanation:
(required if NOT met)

Projection is based on the latest ADA data

4. CRITERION: LCFF Revenue

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's cost-of-living adjustment (COLA), plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's COLA, plus or minus one percent.

4A. District's LCFF Revenue Standard

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: Basic Aid

4A1. Calculating the District's LCFF Revenue Standard

DATA ENTRY: Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2b1. All other data is calculated.

Projected LCFF Revenue

		Prior Year (2024-25)	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Step 1 - Change in Population					
a.	ADA (Funded) (Form A, lines A6 and C4)	4,428.14	4,441.00	4,623.00	4,818.00
b.	Prior Year ADA (Funded)		4,428.14	4,441.00	4,623.00
c.	Difference (Step 1a minus Step 1b)		12.86	182.00	195.00
d.	Percent Change Due to Population (Step 1c divided by Step 1b)		.29%	4.10%	4.22%
Step 2 - Change in Funding Level					
a.	Prior Year LCFF Funding				
b1.	COLA percentage				
b2.	COLA amount (proxy for purposes of this criterion)		0.00	0.00	0.00
c.	Percent Change Due to Funding Level (Step 2b2 divided by Step 2a)		0.00%	0.00%	0.00%
Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2c)			.29%	4.10%	4.22%
	LCFF Revenue Standard (Step 3, plus/minus 1%):		**N/A**	**N/A**	**N/A**

4A2. Alternate LCFF Revenue Standard - Basic Aid

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

Basic Aid District Projected LCFF Revenue

	Prior Year (2024-25)	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	79,340,598.00	81,268,161.00	82,852,819.00	84,413,070.00
Percent Change from Previous Year		**2.43%**	**1.95%**	**1.88%**
Basic Aid Standard (percent change from previous year, plus/minus 1%):		**1.43% to 3.43%**	**0.95% to 2.95%**	**0.88% to 2.88%**

4A3. Alternate LCFF Revenue Standard - Necessary Small School

DATA ENTRY: All data are extracted or calculated.

Necessary Small School District Projected LCFF Revenue

	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Necessary Small School Standard (COLA Step 2c, plus/minus 1%):	**N/A**	**N/A**	**N/A**

4B. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2024-25)	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	83,940,691.00	85,870,818.00	87,511,886.00	89,433,517.00
District's Projected Change in LCFF Revenue:		2.30%	1.91%	2.20%
Basic Aid Standard		**1.43% to 3.43%**	**0.95% to 2.95%**	**0.88% to 2.88%**
Status:		Not Met	Not Met	Not Met

4C. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Projected change in LCFF revenue is outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard(s) and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation: (required if NOT met)	Secured property tax assessed value (AV) growth projected at 3% YR1, 2% YR2 & YR3

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
Third Prior Year (2022-23)	45,371,396.74	51,452,114.73	88.2%
Second Prior Year (2023-24)	56,696,251.28	64,648,205.22	87.7%
First Prior Year (2024-25)	61,494,767.56	74,046,100.61	83.0%
		Historical Average Ratio:	86.3%

	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
District's Reserve Standard Percentage (Criterion 10B, Line 4):	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	**83.3% to 89.3%**	**83.3% to 89.3%**	**83.3% to 89.3%**

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
Budget Year (2025-26)	68,399,502.81	77,186,926.81	88.6%	Met
1st Subsequent Year (2026-27)	71,713,972.00	80,231,206.00	89.4%	Not Met
2nd Subsequent Year (2027-28)	72,882,164.00	84,220,144.00	86.5%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Projected ratio(s) of unrestricted salary and benefit costs to total unrestricted expenditures are outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard, a description of the methods and assumptions used in projecting salaries and benefits, and what changes, if any, will be made to bring the projected salary and benefit costs within the standard.

Explanation:
(required if NOT met)

Salary schedule increased by 5% in 2026-27

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	.29%	4.10%	4.22%
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	**-9.71% to 10.29%**	**-5.90% to 14.10%**	**-5.78% to 14.22%**
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-4.71% to 5.29%	-0.90% to 9.10%	-0.78% to 9.22%

6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)			
First Prior Year (2024-25)	3,222,416.40		
Budget Year (2025-26)	2,136,803.00	(33.69%)	Yes
1st Subsequent Year (2026-27)	2,136,803.00	0.00%	No
2nd Subsequent Year (2027-28)	2,136,803.00	0.00%	No

Explanation: (required if Yes) One time IRS tax credit not applicable in 2025-26

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)			
First Prior Year (2024-25)	9,578,598.95		
Budget Year (2025-26)	9,629,982.00	.54%	No
1st Subsequent Year (2026-27)	9,655,205.00	.26%	No
2nd Subsequent Year (2027-28)	9,661,685.00	.07%	No

Explanation: (required if Yes)

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)			
First Prior Year (2024-25)	22,002,205.58		
Budget Year (2025-26)	21,108,110.00	(4.06%)	No
1st Subsequent Year (2026-27)	19,012,775.00	(9.93%)	Yes
2nd Subsequent Year (2027-28)	19,126,186.00	.60%	No

Explanation: (required if Yes) Lease revenue decreased due to Google lease expiring, Shoreline additional bonus and donations revenue were removed.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)

First Prior Year (2024-25)	7,616,513.56		
Budget Year (2025-26)	3,523,570.23	(53.74%)	Yes
1st Subsequent Year (2026-27)	3,209,904.00	(8.90%)	Yes
2nd Subsequent Year (2027-28)	6,030,338.00	87.87%	Yes

Explanation: (required if Yes)
Textbook adoption occurred in 2024-25, expenditure not applicable in 2025-26. Math text book adoption projected in the fiscal year 2027-28.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2024-25)	24,302,979.13		
Budget Year (2025-26)	21,811,476.05	(10.25%)	Yes
1st Subsequent Year (2026-27)	21,398,650.00	(1.89%)	Yes
2nd Subsequent Year (2027-28)	22,064,221.00	3.11%	No

Explanation: (required if Yes)
In fiscal year 2024-25 a $1.6M settlement is included, not applicable in the years out (object code 5400) .

6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)

DATA ENTRY: All data are extracted or calculated.

Total Federal, Other State, and Other Local Revenue (Criterion 6B)

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
First Prior Year (2024-25)	34,803,220.93		
Budget Year (2025-26)	32,874,895.00	(5.54%)	Met
1st Subsequent Year (2026-27)	30,804,783.00	(6.30%)	Not Met
2nd Subsequent Year (2027-28)	30,924,674.00	.39%	Met

Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)

First Prior Year (2024-25)	31,919,492.69		
Budget Year (2025-26)	25,335,046.28	(20.63%)	Not Met
1st Subsequent Year (2026-27)	24,608,554.00	(2.87%)	Met
2nd Subsequent Year (2027-28)	28,094,559.00	14.17%	Met

6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation: Federal Revenue (linked from 6B if NOT met)
One time IRS tax credit not applicable in 2025-26

Explanation: Other State Revenue (linked from 6B if NOT met)

Explanation: Other Local Revenue
Lease revenue decreased due to Google lease expiring, Shoreline additional bonus and donations revenue were removed.

(linked from 6B if NOT met)

1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Books and Supplies
(linked from 6B if NOT met)

Textbook adoption occurred in 2024-25, expenditure not applicable in 2025-26. Math text book adoption projected in the fiscal year 2027-28.

Explanation:
Services and Other Exps
(linked from 6B if NOT met)

In fiscal year 2024-25 a $1.6M settlement is included, not applicable in the years out (object code 5400) .

7. CRITERION: Facilities Maintenance

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Statute exlude the following resource codes from the total general fund expenditures calculation: 3212, 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, 7027, and 7690.

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation? — Yes

   b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223) — 0.00

2. Ongoing and Major Maintenance/Restricted Maintenance Account

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999, exclude resources 3212, 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, 7027, and 7690)	126,769,290.65			
b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)		3% Required Minimum Contribution (Line 2c times 3%)	Budgeted Contribution[1] to the Ongoing and Major Maintenance Account	Status
c. Net Budgeted Expenditures and Other Financing Uses	126,769,290.65	3,803,078.72	4,042,335.00	Met

[1] Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- [ ] Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- [ ] Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- [ ] Other (explanation must be provided)

Explanation: (required if NOT met and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves[1] as a percentage of total expenditures and other financing uses[2] in two out of three prior fiscal years.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

		Third Prior Year (2022-23)	Second Prior Year (2023-24)	First Prior Year (2024-25)
1.	District's Available Reserve Amounts (resources 0000-1999)			
	a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
	b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	0.00	0.00	0.00
	c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	39,578,343.96	45,737,572.30	45,648,803.70
	d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	0.00
	e. Available Reserves (Lines 1a through 1d)	39,578,343.96	45,737,572.30	45,648,803.70
2.	Expenditures and Other Financing Uses			
	a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	101,856,391.48	113,914,823.89	126,549,950.20
	b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)			0.00
	c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	101,856,391.48	113,914,823.89	126,549,950.20
3.	District's Available Reserve Percentage (Line 1e divided by Line 2c)	38.9%	40.2%	36.1%
	District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	**13.0%**	**13.4%**	**12.0%**

[1]Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

[2]A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2022-23)	9,376,327.91	55,722,302.26	N/A	Met
Second Prior Year (2023-24)	5,657,743.99	64,948,193.09	N/A	Met
First Prior Year (2024-25)	(273,856.69)	74,631,145.61	.4%	Met
Budget Year (2025-26) (Information only)	(6,786,126.65)	77,995,531.81		

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

Explanation:
(required if NOT met)

9. CRITERION: Fund and Cash Balances

A. Fund Balance STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level [1]	District ADA
1.7%	0 to 300
1.3%	301 to 1,000
1.0%	1,001 to 30,000
0.7%	30,001 to 250,000
0.3%	250,001 and over

[1] Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):	4,441
District's Fund Balance Standard Percentage Level:	**1.0%**

9A-1. Calculating the District's Unrestricted General Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance [2] (Form 01, Line F1e, Unrestricted Column) Original Budget	Estimated/Unaudited Actuals	Beginning Fund Balance Variance Level (If overestimated, else N/A)	Status
Third Prior Year (2022-23)	27,332,384.46	30,888,588.58	N/A	Met
Second Prior Year (2023-24)	36,484,816.89	40,264,916.49	N/A	Met
First Prior Year (2024-25)	41,260,700.78	45,922,660.39	N/A	Met
Budget Year (2025-26) (Information only)	45,648,803.70			

[2] Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

9A-2. Comparison of District Unrestricted Beginning Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

B. Cash Balance Standard: Projected general fund cash balance will be positive at the end of the current fiscal year.

9B-1: Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund (Form CASH, Line F, June Column)	Status
Current Year (2025-26)	42,255,084.11	Met

9B-2. Comparison of the District's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:

(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves[1] for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts[2] as applied to total expenditures and other financing uses[3]:

DATA ENTRY: Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA
5% or $88,000 (greater of)	0 to 300
4% or $88,000 (greater of)	301 to 1,000
3%	1,001 to 30,000
2%	30,001 to 250,000
1%	250,001 and over

[1] Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

[2] Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment, as referenced in Education Code Section 42238.02, rounded to the nearest thousand.

[3] A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4. Subsequent Years, Form MYP, Line F2, if available.)	4,441	4,623	4,818
District's Reserve Standard Percentage Level:	**3%**	**3%**	**3%**

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1. If Yes, enter data for item 2a. If No, enter data for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members? No

2. If you are the SELPA AU and are excluding special education pass-through funds:

   a. Enter the name(s) of the SELPA(s):

	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years.

All other data are extracted or calculated.

		Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1.	Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	130,827,097.65	134,808,337.00	140,499,022.00
2.	Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)	0.00	0.00	0.00
3.	Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	130,827,097.65	134,808,337.00	140,499,022.00

4.	Reserve Standard Percentage Level	3%	3%	3%
5.	Reserve Standard - by Percent (Line B3 times Line B4)	3,924,812.93	4,044,250.11	4,214,970.66
6.	Reserve Standard - by Amount ($88,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7.	**District's Reserve Standard (Greater of Line B5 or Line B6)**	**3,924,812.93**	**4,044,250.11**	**4,214,970.66**

10C. Calculating the District's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.
All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):		Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1.	General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00		
2.	General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	0.00		
3.	General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	38,862,677.05	27,209,601.05	11,865,097.05
4.	General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	0.00	0.00
5.	Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6.	Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7.	Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8.	District's Budgeted Reserve Amount (Lines C1 thru C7)	38,862,677.05	27,209,601.05	11,865,097.05
9.	District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	29.71%	20.18%	8.44%
	District's Reserve Standard (Section 10B, Line 7):	**3,924,812.93**	**4,044,250.11**	**4,214,970.66**
	Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget? — No

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources? — No

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Use of Ongoing Revenues for One-time Expenditures

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues? — No

1b. If Yes, identify the expenditures:

S4. Contingent Revenues

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)? — No

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than $20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than $20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: **-10.0% to +10.0% or -$20,000 to +$20,000**

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year data will be extracted. For Transfers In and Transfers Out, the First Prior Year and Budget Year data will be extracted. If Form MYP exists, the data will be extracted for the 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data for the 1st and 2nd Subsequent Years. Click the appropriate button for 1d. All other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
1a. **Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)**				
First Prior Year (2024-25)	(20,482,398.99)			
Budget Year (2025-26)	(23,101,737.84)	2,619,338.85	12.8%	Not Met
1st Subsequent Year (2026-27)	(24,077,710.00)	975,972.16	4.2%	Met
2nd Subsequent Year (2027-28)	(25,119,901.00)	1,042,191.00	4.3%	Met
1b. **Transfers In, General Fund ***				
First Prior Year (2024-25)	0.00			
Budget Year (2025-26)	0.00	0.00	0.0%	Met
1st Subsequent Year (2026-27)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2027-28)	0.00	0.00	0.0%	Met
1c. **Transfers Out, General Fund ***				
First Prior Year (2024-25)	585,045.00			
Budget Year (2025-26)	808,605.00	223,560.00	38.2%	Not Met
1st Subsequent Year (2026-27)	1,214,850.00	406,245.00	50.2%	Not Met
2nd Subsequent Year (2027-28)	1,916,671.00	701,821.00	57.8%	Not Met

1d. **Impact of Capital Projects**

Do you have any capital projects that may impact the general fund operational budget? No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify restricted programs and amount of contribution for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation: (required if NOT met)

In 2025-26 increased projected contribution to Special Education.

1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1c. NOT MET - The projected transfers out of the general fund have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify the amount(s) transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

Explanation:
(required if NOT met)

In fiscal year 2025-26 increased contribution to Preschool program, and fiscal years 2026-27 and 2027-28 projection includes contribution to Preschool and Child Nutrition.

1d. NO - There are no capital projects that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments[1] and their annual required payments for the budget year and two subsequent fiscal years. Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

[1] Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments?
   (If No, skip item 2 and Sections S6B and S6C) — Yes

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For: Funding Sources (Revenues)	SACS Fund and Object Codes Used For: Debt Service (Expenditures)	Principal Balance as of July 1, 2025
Leases				
Certificates of Participation				
General Obligation Bonds	23	Fund 51	11,981,983	341,490,001
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences		Various		116,226
Other Long-term Commitments (do not include OPEB):				
TOTAL:				341,606,227

Type of Commitment (continued)	Prior Year (2024-25) Annual Payment (P & I)	Budget Year (2025-26) Annual Payment (P & I)	1st Subsequent Year (2026-27) Annual Payment (P & I)	2nd Subsequent Year (2027-28) Annual Payment (P & I)
Leases				
Certificates of Participation				
General Obligation Bonds	29,638,238	25,663,559	18,310,819	18,976,629
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences	116,226	122,037	126,918	128,500
Other Long-term Commitments (continued):				
Total Annual Payments:	29,754,464	25,785,596	18,437,737	19,105,129
Has total annual payment increased over prior year (2024-25)?		**No**	**No**	**No**

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

1a. No - Annual payments for long-term commitments have not increased in one or more of the budget and two subsequent fiscal years.

Explanation:
(required if Yes to increase in total annual payments)

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

Explanation:
(required if Yes)

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1	Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)	Yes
2.	For the district's OPEB:	
	a. Are they lifetime benefits?	No
	b. Do benefits continue past age 65?	No
	c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:	

3	a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?	Pay-as-you-go	
	b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund	Self-Insurance Fund	Governmental Fund
		0	0

4.	OPEB Liabilities	
	a. Total OPEB liability	8,413,579.00
	b. OPEB plan(s) fiduciary net position (if applicable)	
	c. Total/Net OPEB liability (Line 4a minus Line 4b)	8,413,579.00
	d. Is total OPEB liability based on the district's estimate or an actuarial valuation?	Actuarial
	e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation	6/30/2023

		Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
5.	OPEB Contributions			
	a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method	688,011.00	736,973.00	702,860.00
	b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	379,871.00	550,182.00	531,675.00
	c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	379,871.00	550,182.00	531,675.00
	d. Number of retirees receiving OPEB benefits	21.00	23.00	25.00

S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1 Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

No

2 Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

3. Self-Insurance Liabilities

a. Accrued liability for self-insurance programs	
b. Unfunded liability for self-insurance programs	

4. Self-Insurance Contributions

	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
a. Required contribution (funding) for self-insurance programs			
b. Amount contributed (funded) for self-insurance programs			

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2024-25)	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Number of certificated (non-management) full - time - equivalent(FTE) positions	298	319	322	325

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? — Yes

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting: — May 02, 2024

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official? — Yes

If Yes, date of Superintendent and CBO certification: — May 02, 2024

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement? — No

If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: — End Date:

5. Salary settlement:

	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
Multiyear Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6.	Cost of a one percent increase in salary and statutory benefits	

		Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
7.	Amount included for any tentative salary schedule increases			

Certificated (Non-management) Health and Welfare (H&W) Benefits		Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1.	Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2.	Total cost of H&W benefits	5,921,472	6,217,546	6,528,423
3.	Percent of H&W cost paid by employer	95.0%	95.0%	95.0%
4.	Percent projected change in H&W cost over prior year	5.0%	5.0%	5.0%

Certificated (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget?

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

Certificated (Non-management) Step and Column Adjustments		Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1.	Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2.	Cost of step & column adjustments			
3.	Percent change in step & column over prior year			

Certificated (Non-management) Attrition (layoffs and retirements)		Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1.	Are savings from attrition included in the budget and MYPs?			
2.	Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?			

Certificated (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2024-25)	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Number of classified(non - management) FTE positions	240	258	261	263

Classified (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? Yes

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.
If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.
If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting: May 30, 2024

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official? Yes

If Yes, date of Superintendent and CBO certification: May 30, 2024

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement? Yes

If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
Multiyear Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6.	Cost of a one percent increase in salary and statutory benefits			
		Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
7.	Amount included for any tentative salary schedule increases			

Classified (Non-management) Health and Welfare (H&W) Benefits		Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1.	Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2.	Total cost of H&W benefits	3,478,478	3,652,402	3,835,022
3.	Percent of H&W cost paid by employer	95.0%	95.0%	95.0%
4.	Percent projected change in H&W cost over prior year	5.0%	5.0%	5.0%

Classified (Non-management) Prior Year Settlements				
Are any new costs from prior year settlements included in the budget?		Yes		
	If Yes, amount of new costs included in the budget and MYPs			
	If Yes, explain the nature of the new costs:			

Classified (Non-management) Step and Column Adjustments		Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1.	Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2.	Cost of step & column adjustments			
3.	Percent change in step & column over prior year			

Classified (Non-management) Attrition (layoffs and retirements)		Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1.	Are savings from attrition included in the budget and MYPs?			
2.	Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?			

Classified (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2024-25)	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Number of management, supervisor, and confidential FTE positions	72	74	74	74

Management/Supervisor/Confidential
Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? Yes

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?	Yes	Yes	Yes
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
4. Amount included for any tentative salary schedule increases			

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1. Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	1,827,153	1,918,511	2,014,436
3. Percent of H&W cost paid by employer	95.0%	95.0%	95.0%
4. Percent projected change in H&W cost over prior year	5.0%	5.0%	5.0%

Management/Supervisor/Confidential Step and Column Adjustments	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1. Are step & column adjustments included in the budget and MYPs?			
2. Cost of step and column adjustments			
3. Percent change in step & column over prior year			

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1. Are costs of other benefits included in the budget and MYPs?	No	No	No
2. Total cost of other benefits			
3. Percent change in cost of other benefits over prior year			

S9. Local Control and Accountability Plan (LCAP)

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?	Yes
2. Adoption date of the LCAP or an update to the LCAP.	Jun 12, 2025

S10. LCAP Expenditures

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?	Yes

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review. DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

A1.	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	No
A2.	Is the system of personnel position control independent from the payroll system?	Yes
A3.	Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)	No
A4.	Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?	No
A5.	Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	Yes
A6.	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	No
A7.	Is the district's financial system independent of the county office system?	No
A8.	Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)	No
A9.	Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?	Yes

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments: (optional)	The district has a new superintendent within the las 12 months

End of School District Budget Criteria and Standards Review

Description	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30	Amounts Due Within One Year
Governmental Activities:							
General Obligation Bonds Payable	353,471,984.00		353,471,984.00		11,981,983.00	341,490,001.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability	87,378,758.00	(10,753,708.00)	76,625,050.00	1,630,749.00		78,255,799.00	
Total/Net OPEB Liability	8,414,544.00		8,414,544.00		965.00	8,413,579.00	
Compensated Absences Payable	85,017.00		85,017.00	31,209.00		116,226.00	
Subscription Liability			0.00			0.00	
Governmental activities long-term liabilities	449,350,303.00	(10,753,708.00)	438,596,595.00	1,661,958.00	11,982,948.00	428,275,605.00	0.00
Business-Type Activities:							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability			0.00			0.00	
Total/Net OPEB Liability			0.00			0.00	
Compensated Absences Payable			0.00			0.00	
Subscription Liability			0.00			0.00	
Business-type activities long-term liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Section I - Expenditures	Funds 01, 09, and 62			2024-25 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	126,549,950.20
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	2,509,069.66
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	0.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999 except 6600, 6700, 6910, 6920	290,814.00
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	0.00
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	585,045.00
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	0.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				875,859.00
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	256,319.91
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				123,421,341.45

Section II - Expenditures Per ADA	2024-25 Annual ADA/Exps. Per ADA
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)	4,341.36
B. Expenditures per ADA (Line I.E divided by Line II.A)	28,429.19

Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)	Total	Per ADA
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	109,620,945.84	25,098.90
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	109,620,945.84	25,098.90
B. Required effort (Line A.2 times 90%)	98,658,851.26	22,589.01
C. Current year expenditures (Line I.E and Line II.B)	123,421,341.45	28,429.19
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	

F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2026-27 may be reduced by the lower of the two percentages)	0.00%	0.00%

SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)

Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

A. Salaries and Benefits - Other General Administration and Centralized Data Processing

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
   (Functions 7200-7700, goals 0000 and 9000) — 6,433,509.33
2. Contracted general administrative positions not paid through payroll
   a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800.
   b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

B. Salaries and Benefits - All Other Activities

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
   (Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) — 87,011,571.18

C. Percentage of Plant Services Costs Attributable to General Administration

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) — 7.39%

Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. Retain supporting documentation.

B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. — 0.00

Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)

A. Indirect Costs

1. Other General Administration, less portion charged to restricted resources or specific goals
   (Functions 7200-7600, objects 1000-5999, minus Line B9) — 8,382,757.33
2. Centralized Data Processing, less portion charged to restricted resources or specific goals
   (Function 7700, objects 1000-5999, minus Line B10) — 0.00

3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000 - 5999)	0.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000 - 5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only)	
(Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	751,622.93
6. Facilities Rents and Leases (portion relating to general administrative offices only)	
(Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	1,805.08
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	9,136,185.34
9. Carry-Forward Adjustment (Part IV, Line F)	3,705,487.81
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	12,841,673.16
B. Base Costs	
1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	79,575,707.38
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	14,775,262.71
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	7,530,721.42
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	177,784.00
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	0.00
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	2,785,055.55
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000 - 5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only)	
(Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600,	
resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	221,790.81
10. Centralized Data Processing (portion charged to restricted resources or specific goals only)	
(Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals	
except 0000 and 9000, objects 1000-5999)	2,083,775.00
11. Plant Maintenance and Operations (all except portion relating to general administrative offices)	
(Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	9,419,188.07
12. Facilities Rents and Leases (all except portion relating to general administrative offices)	
(Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	22,620.92
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	5,700.00
15. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	3,254,783.96
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	2,916,402.59
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	122,768,792.41
C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment	
(For information only - not for use when claiming/recovering indirect costs)	
(Line A8 divided by Line B19)	7.44%
D. Preliminary Proposed Indirect Cost Rate	
(For final approved fixed-with-carry-forward rate for use in 2026-27 see www.cde.ca.gov/fg/ac/ic)	
(Line A10 divided by Line B19)	10.46%

Part IV - Carry-forward Adjustment

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates

the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

A. Indirect costs incurred in the current year (Part III, Line A8)	9,136,185.34
B. Carry-forward adjustment from prior year(s)	
1. Carry-forward adjustment from the second prior year	(1,600,311.21)
2. Carry-forward adjustment amount deferred from prior year(s), if any	0.00
C. Carry-forward adjustment for under- or over-recovery in the current year	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (3.12%) times Part III, Line B19); zero if negative	3,705,487.81
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (3.12%) times Part III, Line B19) or (the highest rate used to recover costs from any program (3.12%) times Part III, Line B19); zero if positive	0.00
D. Preliminary carry-forward adjustment (Line C1 or C2)	3,705,487.81
E. Optional allocation of negative carry-forward adjustment over more than one year	

Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.

Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	not applicable
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
LEA request for Option 1, Option 2, or Option 3	1
F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)	3,705,487.81

Approved indirect cost rate:	3.12%
Highest rate used in any program:	3.12%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except 4700 & 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	2600	3,072,266.92	15,000.00	0.49%
01	3010	558,420.94	10,481.00	1.88%
01	3312	251,549.89	6,268.00	2.49%
01	3315	40,696.00	1,234.00	3.03%
01	3327	45,761.00	1,396.00	3.05%
01	4035	91,570.00	2,856.00	3.12%
01	4127	31,250.00	850.00	2.72%
01	4201	75,278.56	2,284.00	3.03%
01	4203	269,784.54	7,800.00	2.89%
01	6010	499,937.69	15,172.00	3.03%
01	6318	74,235.56	695.00	0.94%
01	6546	684,104.00	20,698.00	3.03%
01	6762	1,125,117.00	33,000.00	2.93%
01	7435	201,501.00	6,096.00	3.03%
01	9010	13,691,304.63	220,642.00	1.61%
12	6105	1,896,724.00	54,000.00	2.85%

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR					
1. Adjusted Beginning Fund Balance	9791-9795	262,050.86		0.00	262,050.86
2. State Lottery Revenue	8560	838,299.00		359,898.00	1,198,197.00
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Proceeds from SBITAs	8974	0.00		0.00	0.00
6. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
7. Total Available (Sum Lines A1 through A6)		1,100,349.86	0.00	359,898.00	1,460,247.86
B. EXPENDITURES AND OTHER FINANCING USES					
1. Certificated Salaries	1000-1999	104,265.00		0.00	104,265.00
2. Classified Salaries	2000-2999	58,364.26		0.00	58,364.26
3. Employee Benefits	3000-3999	16,379.74		0.00	16,379.74
4. Books and Supplies	4000-4999	680,281.86		359,898.00	1,040,179.86
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	241,059.00			241,059.00
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800			0.00	0.00
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800			0.00	0.00
6. Capital Outlay	6000-6999	0.00		0.00	0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211, 7212, 7221, 7222, 7281, 7282	0.00			0.00
b. To JPAs and All Others	7213, 7223, 7283, 7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399	0.00			0.00
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11)		1,100,349.86	0.00	359,898.00	1,460,247.86
C. ENDING BALANCE (Must equal Line A7 minus Line B12)	979Z	0.00	0.00	0.00	0.00
D. COMMENTS:					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

Description	Object Codes	2025-26 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF Sources	8010-8099	85,870,818.00	1.91%	87,511,886.00	2.20%	89,433,517.00
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	1,313,157.00	1.05%	1,326,971.00	0.49%	1,333,451.00
4. Other Local Revenues	8600-8799	7,127,168.00	-29.40%	5,031,833.00	2.25%	5,145,244.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(23,101,737.84)	4.22%	(24,077,710.00)	4.33%	(25,119,901.00)
6. Total (Sum lines A1 thru A5c)		71,209,405.16	-1.99%	69,792,980.00	1.43%	70,792,311.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				37,303,186.00		39,252,769.00
b. Step & Column Adjustment				1,949,583.00		527,983.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	37,303,186.00	5.23%	39,252,769.00	1.35%	39,780,752.00
2. Classified Salaries						
a. Base Salaries				11,091,402.26		11,630,127.00
b. Step & Column Adjustment				538,724.74		74,158.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	11,091,402.26	4.86%	11,630,127.00	0.64%	11,704,285.00
3. Employee Benefits	3000-3999	20,004,914.55	4.13%	20,831,076.00	2.72%	21,397,127.00
4. Books and Supplies	4000-4999	1,054,459.00	-0.81%	1,045,958.00	267.97%	3,848,792.00
5. Services and Other Operating Expenditures	5000-5999	8,277,397.00	-3.55%	7,983,707.00	0.22%	8,001,085.00
6. Capital Outlay	6000-6999	0.00	0.00%		0.00%	
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%		0.00%	
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(544,432.00)	-5.88%	(512,431.00)	-0.10%	(511,897.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	808,605.00	50.24%	1,214,850.00	57.77%	1,916,671.00
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		77,995,531.81	4.42%	81,446,056.00	5.76%	86,136,815.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(6,786,126.65)		(11,653,076.00)		(15,344,504.00)

Description	Object Codes	2025-26 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		45,648,803.70		38,862,677.05		27,209,601.05
2. Ending Fund Balance (Sum lines C and D1)		38,862,677.05		27,209,601.05		11,865,097.05
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	0.00				
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00				
2. Unassigned/Unappropriated	9790	38,862,677.05		27,209,601.05		11,865,097.05
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		38,862,677.05		27,209,601.05		11,865,097.05
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	38,862,677.05		27,209,601.05		11,865,097.05
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)		38,862,677.05		27,209,601.05		11,865,097.05

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

Description	Object Codes	2025-26 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF Sources	8010-8099	3,651,945.00	0.00%	3,651,945.00	0.00%	3,651,945.00
2. Federal Revenues	8100-8299	2,136,803.00	0.00%	2,136,803.00	0.00%	2,136,803.00
3. Other State Revenues	8300-8599	8,316,825.00	0.14%	8,328,234.00	0.00%	8,328,234.00
4. Other Local Revenues	8600-8799	13,980,942.00	0.00%	13,980,942.00	0.00%	13,980,942.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	23,101,737.84	4.22%	24,077,710.00	4.33%	25,119,901.00
6. Total (Sum lines A1 thru A5c)		51,188,252.84	1.93%	52,175,634.00	2.00%	53,217,825.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				12,105,548.00		12,705,920.00
b. Step & Column Adjustment				600,372.00		121,870.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	12,105,548.00	4.96%	12,705,920.00	0.96%	12,827,790.00
2. Classified Salaries						
a. Base Salaries				10,200,908.03		10,726,740.00
b. Step & Column Adjustment				525,831.97		98,138.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	10,200,908.03	5.15%	10,726,740.00	0.91%	10,824,878.00
3. Employee Benefits	3000-3999	13,278,476.53	4.28%	13,847,301.00	0.76%	13,951,960.00
4. Books and Supplies	4000-4999	2,469,111.23	-12.36%	2,163,946.00	0.81%	2,181,546.00
5. Services and Other Operating Expenditures	5000-5999	13,534,079.05	-0.88%	13,414,943.00	4.83%	14,063,136.00
6. Capital Outlay	6000-6999	753,011.00	-94.02%	45,000.00	22.22%	55,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%		0.00%	
8. Other Outgo - Transfers of Indirect Costs	7300-7399	490,432.00	-6.53%	458,431.00	-0.12%	457,897.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		52,831,565.84	1.00%	53,362,281.00	1.87%	54,362,207.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(1,643,313.00)		(1,186,647.00)		(1,144,382.00)

Description	Object Codes	2025-26 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		6,343,670.83		4,700,357.83		3,513,710.83
2. Ending Fund Balance (Sum lines C and D1)		4,700,357.83		3,513,710.83		2,369,328.83
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	4,700,357.83		3,513,710.83		2,369,328.83
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		4,700,357.83		3,513,710.83		2,369,328.83
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

Description	Object Codes	2025-26 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF Sources	8010-8099	89,522,763.00	1.83%	91,163,831.00	2.11%	93,085,462.00
2. Federal Revenues	8100-8299	2,136,803.00	0.00%	2,136,803.00	0.00%	2,136,803.00
3. Other State Revenues	8300-8599	9,629,982.00	0.26%	9,655,205.00	0.07%	9,661,685.00
4. Other Local Revenues	8600-8799	21,108,110.00	-9.93%	19,012,775.00	0.60%	19,126,186.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		122,397,658.00	-0.35%	121,968,614.00	1.67%	124,010,136.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				49,408,734.00		51,958,689.00
b. Step & Column Adjustment				2,549,955.00		649,853.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	49,408,734.00	5.16%	51,958,689.00	1.25%	52,608,542.00
2. Classified Salaries						
a. Base Salaries				21,292,310.29		22,356,867.00
b. Step & Column Adjustment				1,064,556.71		172,296.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	21,292,310.29	5.00%	22,356,867.00	0.77%	22,529,163.00
3. Employee Benefits	3000-3999	33,283,391.08	4.19%	34,678,377.00	1.93%	35,349,087.00
4. Books and Supplies	4000-4999	3,523,570.23	-8.90%	3,209,904.00	87.87%	6,030,338.00
5. Services and Other Operating Expenditures	5000-5999	21,811,476.05	-1.89%	21,398,650.00	3.11%	22,064,221.00
6. Capital Outlay	6000-6999	753,011.00	-94.02%	45,000.00	22.22%	55,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%	0.00	0.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(54,000.00)	0.00%	(54,000.00)	0.00%	(54,000.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	808,605.00	50.24%	1,214,850.00	57.77%	1,916,671.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		130,827,097.65	3.04%	134,808,337.00	4.22%	140,499,022.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(8,429,439.65)		(12,839,723.00)		(16,488,886.00)

Description	Object Codes	2025-26 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		51,992,474.53		43,563,034.88		30,723,311.88
2. Ending Fund Balance (Sum lines C and D1)		43,563,034.88		30,723,311.88		14,234,425.88
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	4,700,357.83		3,513,710.83		2,369,328.83
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	0.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
2. Unassigned/Unappropriated	9790	38,862,677.05		27,209,601.05		11,865,097.05
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		43,563,034.88		30,723,311.88		14,234,425.88
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	38,862,677.05		27,209,601.05		11,865,097.05
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		38,862,677.05		27,209,601.05		11,865,097.05
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		29.71%		20.18%		8.44%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					

Description	Object Codes	2025-26 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)		0.00		0.00		0.00
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)		4,441.00		4,623.00		4,818.00
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		130,827,097.65		134,808,337.00		140,499,022.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		130,827,097.65		134,808,337.00		140,499,022.00
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		3.00%		3.00%		3.00%
e. Reserve Standard - By Percent (Line F3c times F3d)		3,924,812.93		4,044,250.11		4,214,970.66
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		3,924,812.93		4,044,250.11		4,214,970.66
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Current LEA:	43-69591-0000000 Mountain View Whisman Elementary	
Selected SELPA:	??	(Enter a SELPA ID from the list below then save and close)
	Invalid or No SELPA ID selected	
POTENTIAL SELPAS FOR THIS LEA		DATE APPROVED
ID	SELPA-TITLE	(from Form SEA)
NP	Santa Clara North West	

Description		2024-25 Actual	2025-26 Budget	% Diff.
SELPA Name: (??)	Do NOT Save- SELPA not set			
Date allocation plan approved by SELPA governance:				
I. TOTAL SELPA REVENUES				
A. Base Plus Taxes and Excess ERAF				
1. Base Apportionment				0.00%
2. Local Special Education Property Taxes				0.00%
3. Applicable Excess ERAF				0.00%
4. Total Base Apportionment, Taxes, and Excess ERAF		0.00	0.00	0.00%
B. Program Specialist/Regionalized Services Apportionment				0.00%
C. Program Specialist/Regionalized Services for NSS Apportionment				0.00%
D. Low Incidence Apportionment				0.00%
E. Out of Home Care Apportionment				0.00%
F. Extraordinary Cost Pool for NPS/LCI and NSS Mental Health Services Apportionment				0.00%
G. Adjustment for NSS with Declining Enrollment				0.00%
H. Grand Total Apportionment, Taxes and Excess ERAF (Sum lines A4 through G)		0.00	0.00	0.00%
I. Federal IDEA Local Assistance Grants - Preschool				0.00%
J. Federal IDEA - Section 619 Preschool				0.00%
K. Other Federal Discretionary Grants				0.00%
L. Other Adjustments				0.00%
M. Total SELPA Revenues (Sum lines H through L)		0.00	0.00	0.00%
II. ALLOCATION TO SELPA MEMBERS				
Total Allocations (Sum all lines in Section II) (Amount must equal Line I.M)		0.00	0.00	0.00%

Preparer Name: _____

Title: _____

Phone: _____

Description	Direct Costs - Interfund Transfers In 5750	Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
01 GENERAL FUND								
Expenditure Detail	39,500.00	0.00	0.00	(54,000.00)				
Other Sources/Uses Detail					0.00	808,605.00		
Fund Reconciliation								
08 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	0.00	0.00	54,000.00	0.00				
Other Sources/Uses Detail					808,605.00	0.00		
Fund Reconciliation								
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	(39,500.00)	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								

Description	Direct Costs - Interfund Transfers In 5750	Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								

Description	Direct Costs - Interfund Transfers In 5750	Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
TOTALS	39,500.00	(39,500.00)	54,000.00	(54,000.00)	808,605.00	808,605.00		

Budget, July 1
Estimated Actuals 2024-25
Technical Review Checks
Phase - All
Display - All Technical Checks

Mountain View Whisman Elementary **Santa Clara County**

Following is a chart of the various types of technical review checks and related requirements:

F - Fatal (Data must be corrected; an explanation is not allowed)
W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

CHECKFUNCTION - (**Fatal**) - All FUNCTION codes must be valid. **Passed**

CHECKFUND - (**Fatal**) - All FUND codes must be valid. **Passed**

CHECKGOAL - (**Fatal**) - All GOAL codes must be valid. **Passed**

CHECKOBJECT - (**Fatal**) - All OBJECT codes must be valid. **Passed**

CHECKRESOURCE - (**Warning**) - All RESOURCE codes must be valid. **Passed**

CHK-FDXRS7690xOB8590 - (**Fatal**) - Funds 19, 57, 63, 66, 67, and 73 with Object 8590, All Other State Revenue, must be used in combination with Resource 7690, STRS-On Behalf Pension Contributions. **Passed**

CHK-FUNCTIONxOBJECT - (**Fatal**) - All FUNCTION and OBJECT account code combinations must be valid. **Passed**

CHK-FUNDxFUNCTION-A - (**Warning**) - All FUND (funds 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations should be valid. **Passed**

CHK-FUNDxFUNCTION-B - (**Fatal**) - All FUND (all funds except for 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations must be valid. **Passed**

CHK-FUNDxGOAL - (**Warning**) - All FUND and GOAL account code combinations should be valid. **Passed**

CHK-FUNDxOBJECT - (**Fatal**) - All FUND and OBJECT account code combinations must be valid. **Passed**

CHK-FUNDxRESOURCE - (**Warning**) - All FUND and RESOURCE account code combinations should be valid. **Passed**

CHK-GOALxFUNCTION-A - (**Fatal**) - Goal and Function account code combinations (all goals with expenditure objects 1000-7999 in functions 1000-1999 and 4000-5999) must be valid. NOTE: Functions not included in the GOALxFUNCTION table (0000, 2000-3999, 6000-6999, 7100-7199, 7210, 8000-8999) are not checked and will pass the TRC. **Passed**

CHK-GOALxFUNCTION-B - (**Fatal**) - General administration costs (functions 7200-7999, except 7210) must be direct-charged to an Undistributed, Nonagency, or County Services to Districts goal (Goal 0000, 7100-7199, or 8600-8699). **Passed**

CHK-RES6500XOBJ8091 - (**Fatal**) - There is no activity in Resource 6500 (Special Education) with Object 8091 (LCFF Transfers-Current Year) or 8099 (LCFF/Revenue Limit Transfers-Prior Years). **Passed**

CHK-RESOURCExOBJECTA - (**Warning**) - All RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) account code combinations should be valid. **Passed**

CHK-RESOURCExOBJECTB - (**Informational**) - All RESOURCE and OBJECT(objects 9791, 9793, and 9795) account code combinations should be valid. **Passed**

CHK-RS-LOCAL-DEFINED - (**Fatal**) - All locally defined resource codes must roll up to a CDE defined resource code. **Passed**

PY-EFB=CY-BFB - (**Fatal**) - Prior year ending fund balance (preloaded from last year's unaudited actuals submission) must equal current year beginning fund balance (Object 9791). **Passed**

PY-EFB=CY-BFB-RES - (**Fatal**) - Prior year ending balance (preloaded from last year's unaudited actuals submission) must equal current year beginning balance (Object 9791), by fund and resource. **Passed**

SPECIAL-ED-GOAL - (**Fatal**) - Special Education revenue and expenditure transactions (resources 3300-3405, and 6500-6540, objects 1000-8999) must be coded to a Special Education 5000 goal or to Goal 7110, Nonagency-Educational. This technical review check excludes Early Intervening Services resources 3307, 3309, 3312, 3318, and 3332. **Passed**

GENERAL LEDGER CHECKS

AR-AP-POSITIVE - (**Warning**) - Accounts Receivable (Object 9200), Due from Other Funds (Object 9310), Accounts Payable (Object 9500), and Due to Other Funds (Object 9610) should have a positive balance by resource, by fund. **Passed**

CEFB-POSITIVE - (**Fatal**) - Components of Ending Fund Balance/Net Position (objects 9700-9789, 9796, and 9797) must be positive individually by resource, by fund. **Passed**

CONTRIB-RESTR-REV - (**Fatal**) - Contributions from Restricted Revenues (Object 8990) must net to zero by fund. **Passed**

CONTRIB-UNREST-REV - (**Fatal**) - Contributions from Unrestricted Revenues (Object 8980) must net to zero by fund. **Passed**

DUE-FROM=DUE-TO - (**Fatal**) - Due from Other Funds (Object 9310) must equal Due to Other Funds (Object 9610). **Passed**

EFB-POSITIVE - (**Warning**) - All ending fund balances (Object 979Z) should be positive by resource, by fund. **Passed**

EPA-CONTRIB - (**Fatal**) - There should be no contributions (objects 8980-8999) to the Education Protection Account (Resource 1400). **Passed**

EXCESS-ASSIGN-REU - (**Fatal**) - Amounts reported in Other Assignments (Object 9780) and/or Reserve for Economic Uncertainties (REU) (Object 9789) should not create a negative amount in Unassigned/Unappropriated (Object 9790) by fund and resource (for all funds except funds 61 through 95). **Passed**

EXP-POSITIVE - (**Warning**) - Expenditure amounts (objects 1000-7999) should be positive by function, resource, and fund. **Passed**

INTERFD-DIR-COST - (**Fatal**) - Transfers of Direct Costs - Interfund (Object 5750) must net to zero for all funds. **Passed**

INTERFD-IN-OUT - (**Fatal**) - Interfund Transfers In (objects 8910-8929) must equal Interfund Transfers Out (objects 7610-7629). **Passed**

INTERFD-INDIRECT - (**Fatal**) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero for all funds. **Passed**

INTERFD-INDIRECT-FN - (**Fatal**) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero by function. **Passed**

INTRAFD-DIR-COST - (**Fatal**) - Transfers of Direct Costs (Object 5710) must net to zero by fund. **Passed**

INTRAFD-INDIRECT - (**Fatal**) - Transfers of Indirect Costs (Object 7310) must net to zero by fund. **Passed**

INTRAFD-INDIRECT-FN - (**Fatal**) - Transfers of Indirect Costs (Object 7310) must net to zero by function. **Passed**

LCFF-TRANSFER - (**Fatal**) - LCFF Transfers (objects 8091 and 8099) must net to zero, individually. **Passed**

LOTTERY-CONTRIB - (**Fatal**) - There should be no contributions (objects 8980-8999) to the lottery (resources 1100 and 6300) or from the Lottery: Instructional Materials (Resource 6300). **Passed**

NET-INV-CAP-ASSETS - (**Warning**) - If capital asset amounts are imported/keyed, objects 9400-9489, (Capital Assets) in funds 61-95, then an amount should be recorded for Object 9796 (Net Investment in Capital Assets) within the same fund. **Passed**

OBJ-POSITIVE - (**Warning**) - All applicable objects should have a positive balance by resource, by fund. **Passed**

PASS-THRU-REV=EXP - (**Warning**) - Pass-through revenues from all sources (objects 8287, 8587, and 8697) should equal transfers of pass-through revenues to other agencies (objects 7211 through 7213, plus 7299 for Resource 3327), by fund and resource. **Passed**

REV-POSITIVE - (**Warning**) - Revenue amounts exclusive of contributions (objects 8000-8979) should be positive by resource, by fund. **Passed**

RS-NET-POSITION-ZERO - (**Fatal**) - Restricted Net Position (Object 9797), in unrestricted resources, must be zero, by resource, in funds 61 through 95. **Passed**

SE-PASS-THRU-REVENUE - (**Warning**) - Transfers of special education pass-through revenues are not reported in the general fund for the Administrative Unit of a Special Education Local Plan Area. **Passed**

UNASSIGNED-NEGATIVE - (**Fatal**) - Unassigned/Unapprorpriated balance (Object 9790) must be zero or negative, by resource, in all funds except the general fund and funds 61 through 95. **Passed**

UNR-NET-POSITION-NEG - (**Fatal**) - Unrestricted Net Position (Object 9790), in restricted resources, must be zero or negative, by resource, in funds 61 through 95. **Passed**

SUPPLEMENTAL CHECKS

ASSET-ACCUM-DEPR-NEG - (**Fatal**) - In Form ASSET, accumulated depreciation and amortization for governmental and business-type activities must be zero or negative. **Passed**

DEBT-ACTIVITY - (**Informational**) - If long-term debt exists, there should be activity entered in the Schedule of Long-Term Liabilities (Form DEBT) for each type of debt. **Passed**

DEBT-POSITIVE - (**Fatal**) - In Form DEBT, long-term liability ending balances must be positive. **Passed**

EXPORT VALIDATION CHECKS

ADA-PROVIDE - (**Fatal**) - Average Daily Attendance data (Form A) must be provided. **Passed**

CHK-DEPENDENCY - (**Fatal**) - If data has changed that affect other forms, the affected forms must be opened and saved. **Passed**

CHK-UNBALANCED-A - (**Warning**) - Unbalanced and/or incomplete data in any of the forms should be corrected before an official export is completed. **Passed**

CHK-UNBALANCED-B - (**Fatal**) - Unbalanced and/or incomplete data in any of the forms must be corrected before an official export is completed. **Passed**

FORM01-PROVIDE - (**Fatal**) - Form 01 (Form 01I) must be opened and saved. **Passed**

VERSION-CHECK - (**Warning**) - All versions are current. **Passed**

Budget, July 1
Budget 2025-26
Technical Review Checks
Phase - All
Display - All Technical Checks

Mountain View Whisman Elementary **Santa Clara County**

Following is a chart of the various types of technical review checks and related requirements:

F - Fatal (Data must be corrected; an explanation is not allowed)
W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

CHECKFUNCTION - (**Fatal**) - All FUNCTION codes must be valid. **Passed**

CHECKFUND - (**Fatal**) - All FUND codes must be valid. **Passed**

CHECKGOAL - (**Fatal**) - All GOAL codes must be valid. **Passed**

CHECKOBJECT - (**Fatal**) - All OBJECT codes must be valid. **Passed**

CHECKRESOURCE - (**Warning**) - All RESOURCE codes must be valid. **Passed**

CHK-FDXRS7690xOB8590 - (**Fatal**) - Funds 19, 57, 63, 66, 67, and 73 with Object 8590, All Other State Revenue, must be used in combination with Resource 7690, STRS-On Behalf Pension Contributions. **Passed**

CHK-FUNCTIONxOBJECT - (**Fatal**) - All FUNCTION and OBJECT account code combinations must be valid. **Passed**

CHK-FUNDxFUNCTION-A - (**Warning**) - All FUND (funds 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations should be valid. **Passed**

CHK-FUNDxFUNCTION-B - (**Fatal**) - All FUND (all funds except for 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations must be valid. **Passed**

CHK-FUNDxGOAL - (**Warning**) - All FUND and GOAL account code combinations should be valid. **Passed**

CHK-FUNDxOBJECT - (**Fatal**) - All FUND and OBJECT account code combinations must be valid. **Passed**

CHK-FUNDxRESOURCE - (**Warning**) - All FUND and RESOURCE account code combinations should be valid. **Passed**

CHK-GOALxFUNCTION-A - (**Fatal**) - Goal and Function account code combinations (all goals with expenditure objects 1000-7999 in functions 1000-1999 and 4000-5999) must be valid. NOTE: Functions not included in the GOALxFUNCTION table (0000, 2000-3999, 6000-6999, 7100-7199, 7210, 8000-8999) are not checked and will pass the TRC. **Passed**

CHK-GOALxFUNCTION-B - (**Fatal**) - General administration costs (functions 7200-7999, except 7210) must be direct-charged to an Undistributed, Nonagency, or County Services to Districts goal (Goal 0000, 7100-7199, or 8600-8699). **Passed**

CHK-RES6500XOBJ8091 - (**Fatal**) - There is no activity in Resource 6500 (Special Education) with Object 8091 (LCFF Transfers-Current Year) or 8099 (LCFF/Revenue Limit Transfers-Prior Years). **Passed**

CHK-RESOURCExOBJECTA - (**Warning**) - All RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) account code combinations should be valid. **Passed**

CHK-RESOURCExOBJECTB - (**Informational**) - All RESOURCE and OBJECT(objects 9791, 9793, and 9795) account code combinations should be valid. **Passed**

CHK-RS-LOCAL-DEFINED - (**Fatal**) - All locally defined resource codes must roll up to a CDE defined resource code. **Passed**

SPECIAL-ED-GOAL - (**Fatal**) - Special Education revenue and expenditure transactions (resources 3300-3405, and 6500-6540, objects 1000-8999) must be coded to a Special Education 5000 goal or to Goal 7110, Nonagency-Educational. This technical review check excludes Early Intervening Services resources 3307, 3309, 3312, 3318, and 3332. **Passed**

GENERAL LEDGER CHECKS

CEFB-POSITIVE - (**Fatal**) - Components of Ending Fund Balance/Net Position (objects 9700-9789, 9796, and 9797) must be positive individually by resource, by fund. **Passed**

CONTRIB-RESTR-REV - (**Fatal**) - Contributions from Restricted Revenues (Object 8990) must net to zero by fund. **Passed**

CONTRIB-UNREST-REV - (**Fatal**) - Contributions from Unrestricted Revenues (Object 8980) must net to zero by fund. **Passed**

EFB-POSITIVE - (**Warning**) - All ending fund balances (Object 979Z) should be positive by resource, by fund. **Passed**

EPA-CONTRIB - (**Fatal**) - There should be no contributions (objects 8980-8999) to the Education Protection Account (Resource 1400). **Passed**

EXCESS-ASSIGN-REU - (**Fatal**) - Amounts reported in Other Assignments (Object 9780) and/or Reserve for Economic Uncertainties (REU) (Object 9789) should not create a negative amount in Unassigned/Unappropriated (Object 9790) by fund and resource (for all funds except funds 61 through 95). **Passed**

EXP-POSITIVE - (**Warning**) - Expenditure amounts (objects 1000-7999) should be positive by function, resource, and fund. **Passed**

INTERFD-DIR-COST - (**Fatal**) - Transfers of Direct Costs - Interfund (Object 5750) must net to zero for all funds. **Passed**

INTERFD-IN-OUT - (**Fatal**) - Interfund Transfers In (objects 8910-8929) must equal Interfund Transfers Out (objects 7610-7629). **Passed**

INTERFD-INDIRECT - (**Fatal**) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero for all funds. **Passed**

INTERFD-INDIRECT-FN - (**Fatal**) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero by function. **Passed**

INTRAFD-DIR-COST - (**Fatal**) - Transfers of Direct Costs (Object 5710) must net to zero by fund. **Passed**

INTRAFD-INDIRECT - (**Fatal**) - Transfers of Indirect Costs (Object 7310) must net to zero by fund. **Passed**

INTRAFD-INDIRECT-FN - (**Fatal**) - Transfers of Indirect Costs (Object 7310) must net to zero by function. **Passed**

LCFF-TRANSFER - (**Fatal**) - LCFF Transfers (objects 8091 and 8099) must net to zero, individually. **Passed**

LOTTERY-CONTRIB - (**Fatal**) - There should be no contributions (objects 8980-8999) to the lottery (resources 1100 and 6300) or from the Lottery: Instructional Materials (Resource 6300). **Passed**

OBJ-POSITIVE - (**Warning**) - All applicable objects should have a positive balance by resource, by fund. **Passed**

PASS-THRU-REV=EXP - (**Warning**) - Pass-through revenues from all sources (objects 8287, 8587, and 8697) should equal transfers of pass-through revenues to other agencies (objects 7211 through 7213, plus 7299 for Resource 3327), by fund and resource. **Passed**

REV-POSITIVE - (**Warning**) - Revenue amounts exclusive of contributions (objects 8000-8979) should be positive by resource, by fund. **Passed**

RS-NET-POSITION-ZERO - (**Fatal**) - Restricted Net Position (Object 9797), in unrestricted resources, must be zero, by resource, in funds 61 through 95. **Passed**

SE-PASS-THRU-REVENUE - (**Warning**) - Transfers of special education pass-through revenues are not reported in the general fund for the Administrative Unit of a Special Education Local Plan Area. **Passed**

UNASSIGNED-NEGATIVE - (**Fatal**) - Unassigned/Unapprorpriated balance (Object 9790) must be zero or negative, by resource, in all funds except the general fund and funds 61 through 95. **Passed**

UNR-NET-POSITION-NEG - (**Fatal**) - Unrestricted Net Position (Object 9790), in restricted resources, must be zero or negative, by resource, in funds 61 through 95. **Passed**

SUPPLEMENTAL CHECKS

CB-BALANCE-ABOVE-MIN - (**Warning**) - In Form CB, the district checked the box relating to compliance with EC Section 42127(a)(2)(B) and (C). **Passed**

CB-BUDGET-CERTIFY - (**Fatal**) - In Form CB, the district checked the box relating to the required budget certifications. **Passed**

CS-EXPLANATIONS - (**Fatal**) - Explanations must be provided in the Criteria and Standards Review (Form 01CS) for all criteria and for supplemental information items S1 through S6, and S9 if applicable, where the standard has not been met or where the status is Not Met or Yes. **Passed**

CS-YES-NO - (**Fatal**) - Supplemental information items and additional fiscal indicator items in the Criteria and Standards Review (Form 01CS) must be answered Yes or No, where applicable, for the form to be complete. **Passed**

EXPORT VALIDATION CHECKS

ADA-PROVIDE - (**Fatal**) - Average Daily Attendance data (Form A) must be provided. **Passed**

BUDGET-CERT-PROVIDE - (**Fatal**) - Budget Certification (Form CB) must be provided. **Passed**

CASHFLOW-PROVIDE - (**Warning**) - A Cashflow Worksheet (Form CASH) must be provided with your Budget and Interim reports. (Note: LEAs may use a cashflow worksheet other than Form CASH, as long as it provides a monthly cashflow projected through the end of the fiscal year.) **Passed**

CHK-DEPENDENCY - (**Fatal**) - If data has changed that affect other forms, the affected forms must be opened and saved. **Passed**

CHK-UNBALANCED-A - (**Warning**) - Unbalanced and/or incomplete data in any of the forms should be corrected before an official export is completed. **Passed**

CHK-UNBALANCED-B - (**Fatal**) - Unbalanced and/or incomplete data in any of the forms must be corrected before an official export is completed. **Passed**

CS-PROVIDE - (**Fatal**) - The Criteria and Standards Review (Form 01CS) has been provided. **Passed**

FORM01-PROVIDE - (**Fatal**) - Form 01 (Form 01I) must be opened and saved. **Passed**

MYP-PROVIDE - (**Warning**) - A Multiyear Projection Worksheet must be provided with your Budget. (Note: LEAs may use a multiyear projection worksheet other than Form MYP, with approval of their reviewing agency, as long as it provides current year and at least two subsequent fiscal years, and separately projects unrestricted resources, restricted resources, and combined total resources.) **Passed**

VERSION-CHECK - (**Warning**) - All versions are current. **Passed**

WK-COMP-CERT-PROVIDE - (**Fatal**) - Workers' Compensation Certification (Form CC) must be provided. **Passed**

District:	**Mountain View Whisman School District**
CDS #:	69591
Date of Public Hearing:	5/29/2025

Adopted Budget
2025-26 Budget Attachment
Balances in Excess of Minimum Reserve Requirements

Reasons for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.

Combined Assigned and Unassigned/unappropriated Fund Balances

Form	Fund	2025-26 Budget	Objects 9780/9789/9790
01	General Fund/County School Service Fund	$38,862,677.05	Form MYP Unrestricted Section D3 d,e1,e2
17	Special Reserve Fund for Other Than Capital Outlay Proj	$0.00	Form MYP Unrestricted Section E2 b & c
	Total Assigned and Unassigned Ending Fund Balances	$38,862,677.05	
	District Standard Reserve Level	3%	Form MYP Combined Section F3d or Form 01CS Line 10B-4
	Less District Reserve Standard	$3,924,812.93	Form MYP Combined Section F3g or Form 01CS Line 10B-7
	Remaining Balance to Substantiate Need	$34,937,864.12	

Reasons for Fund Balances in Excess of Minimum Reserve for Economic Uncertainties

	Fund	2025-26 Budget	Description of Need
01	General Fund/County School Service Fund	$34,937,864.12	Reserve for Economic Uncertainties
	Insert Lines above as needed		
	Total of Substantiated Needs	$34,937,864.12	

Remaining Unsubstantiated Balance **$0.00** **Balance should be Zero**

Education Code Section 42127 (d)(1) requires a county superintendent to either conditionally approve or disapprove a school district budget if the district does not provide for EC 42127 (a)(2)(B) public review and discussion at its public budget hearing.

District:	**Mountain View Whisman School District**
CDS #:	69591
Date of Public Hearing:	5/29/2025

Adopted Budget

Balances in Excess of Minimum Reserve Requirements

Reasons for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.

Combined Assigned and Unassigned/unappropriated Fund Balances			
Form	Fund	**2026-27 Projection**	Objects 9780/9789/9790
01	General Fund/County School Service Fund	$27,209,601.05	
17	Special Reserve Fund for Other Than Capital Outlay P	$0.00	Form MYP Unrestricted Section D3 d,e1,e2
			Form MYP Unrestricted Section E2 b & c
	Total Assigned and Unassigned Ending Fund Balances	$27,209,601.05	
	District Standard Reserve Level	3%	
	Less District Minimum Reserve for Economic Uncertainties	$4,044,250.11	Form MYP Combined Section F3d or Form 01CS Line 10B-4
			Form MYP Combined Section F3g or Form 01CS Line 10B-7
	Remaining Balance to Substantiate Need	$23,165,350.94	

Reasons for Fund Balances in Excess of Minimum Reserve for Economic Uncertainties			
	Fund	**2026-27 Projection**	**Description of Need**
01	General Fund/County School Service Fund	$23,165,350.94	Reserve for Economic Uncertainties
	Insert Lines above as needed		
	Total of Substantiated Needs	$23,165,350.94	

Remaining Unsubstantiated Balance **$0.00** **Balance should be Zero**

Education Code Section 42127 (d)(1) requires a county superintendent to either conditionally approve or disapprove a school district budget if the district does not provide for EC 42127 (a)(2)(B) public review and discussion at its public budget hearing.

District: **Mountain View Whisman School District**
CDS #: 69591
Date of Public Hearing: 5/29/2025

Adopted Budget
2027-28 Projection Attachment
Balances in Excess of Minimum Reserve Requirements

Reasons for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.

Combined Assigned and Unassigned/unappropriated Fund Balances			
Form	Fund	**2027-28 Projection**	Objects 9780/9789/9790
01	General Fund/County School Service Fund	$11,865,097.05	
17	Special Reserve Fund for Other Than Capital Outlay Proje	$0.00	Form MYP Unrestricted Section D3 d,e1,e2
			Form MYP Unrestricted Section E2 b & c
	Total Assigned and Unassigned Ending Fund Balances	$11,865,097.05	
	District Standard Reserve Level	3%	
	Less District Minimum Reserve for Economic Uncertainties	$4,214,970.66	Form MYP Combined Section F3d or Form 01CS Line 10B-4
			Form MYP Combined Section F3g or Form 01CS Line 10B-7
	Remaining Balance to Substantiate Need	$7,650,126.39	

Reasons for Fund Balances in Excess of Minimum Reserve for Economic Uncertainties			
	Fund	**2027-28 Projection**	**Description of Need**
01	General Fund/County School Service Fund	$7,650,126.39	Reserve for Economic Uncertainties
	Insert Lines above as needed		
	Total of Substantiated Needs	$7,650,126.39	

Remaining Unsubstantiated Balance **$0.00** **Balance should be Zero**

Education Code Section 42127 (d)(1) requires a county superintendent to either conditionally approve or disapprove a school district budget if the district does not provide for EC 42127 (a)(2)(B) public review and discussion at its public budget hearing.

Mountain View
Whisman
School District

2025-2026 Budget Adoption Public Hearing and May Revise

May 29, 2025

Mountain View
Whisman
School District

Strategic Plan

Strategic Plan 2027
Goal Area 5

- Equitable distribution of resources that support student success.

- Goal 5a: Ensure facilities and resources equitably serve all students.

Reserve Level and Balanced General Fund

Board Resolution 1664.1/18 (January 4, 2018)

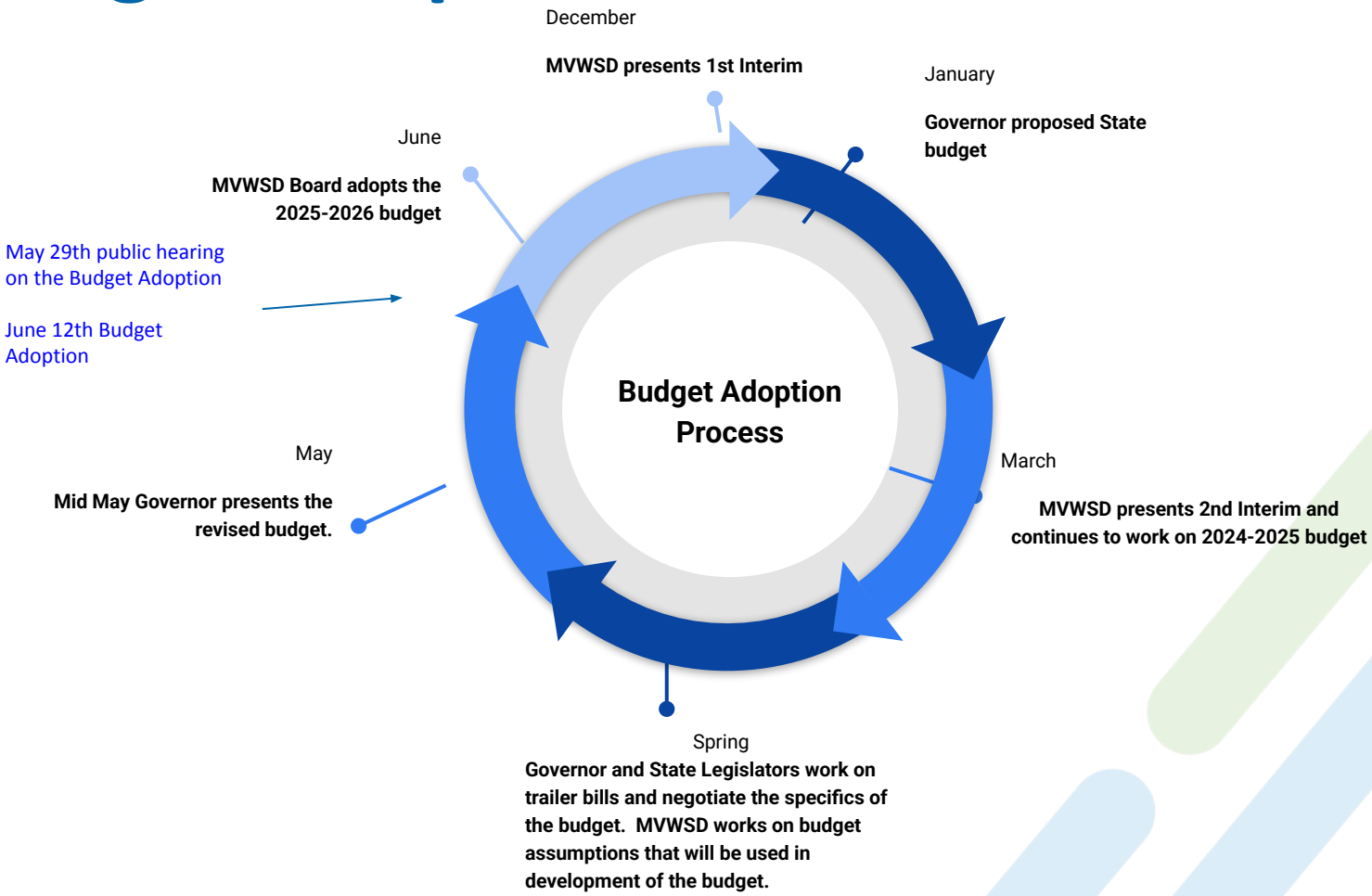
A balanced general fund shall be defined as the unrestricted general reserve level in the third year of any Board-enacted budget adoption or interim budget report falls within the range of 17%-20%, and may include deficit spending in any or all of the three years included in the multi-year projection.

At the May 2, 2024 board meeting the board gave direction to dip below the 17% temporarily.

Mountain View
Whisman
School District

Budget Process

Budget Adoption Process



Mountain View
Whisman
School District

Current Year Estimated Actuals 2024-2025

Major Changes Since Second Interim

Revenues

- Secured property tax increased by $102K
- Interest projection increased 3rd and 4th Qtr by $657K
- Site donations and other local revenue increased by $161K
- STRS on Behalf resource 7690 increase by $307K
- Miscellaneous $19K

Expenditures

- Salaries and Benefits decreased by $421 due to unfilled vacancies
- STRS on Behalf resource 7690 increase by $307K
- Contracted services:Legal expenses increase by $280K, Transportation increased by $60K, Miscellaneous contracted services increased by $135K
- Electric equipment increased by $50K for lights at Graham and a scissor lift.

2024-2025 Estimated Actuals

Fund 01 General Fund

	Unrestricted Programs	Restricted Programs	Combined
Adjusted Beginning July 1, 2024	$ 45,922,660	$ 10,209,201	$ 56,131,861
Total Revenues	$ 73,772,244	$ 48,053,274	$ 121,825,518
Total Expenditures	$ 74,046,100	$ 51,918,804	$ 125,964,904
Net Increase/(Decrease)	$ (273,856)	$ (3,865,530)	$ (4,139,386)
Ending Balance, June 30, 2025	$ 45,648,804	$ 6,343,671	$ 51,992,475

Reserve Level 36.24%

Summary of Other Funds Estimated Actuals 2024-2025

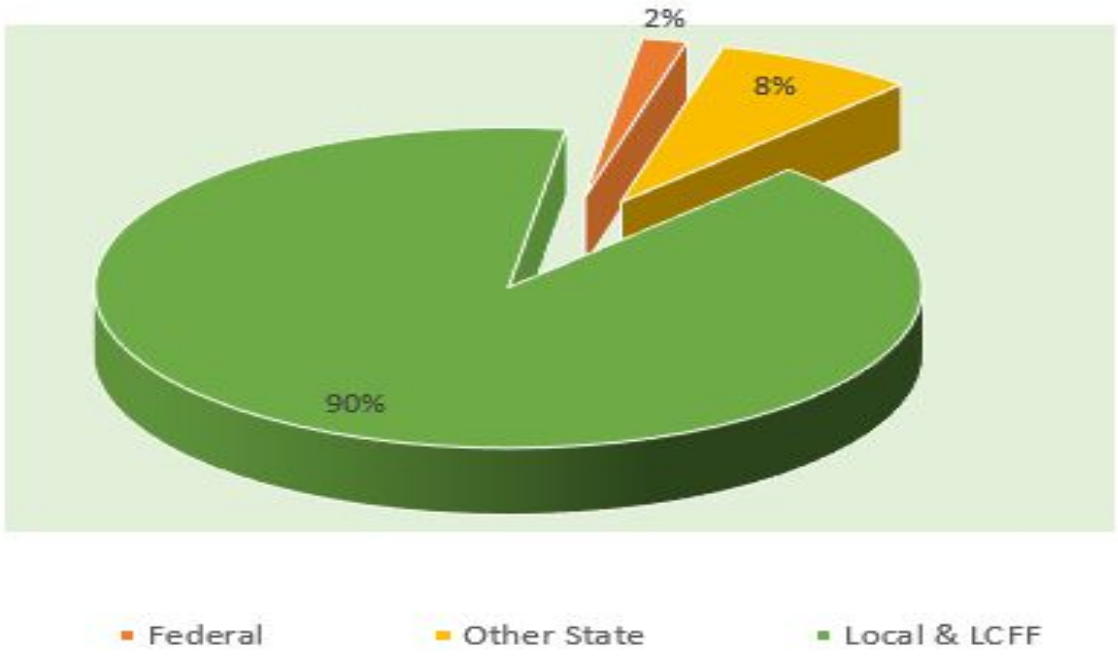
Fund Title	Beginning Balance	Revenues	Contribution from General Fund/Other Source*	Expenditures	Ending Balance
12 Preschool	$830,248	$2,796,533	$585,045	$3,308,784	$903,042
13 Food Service	$1,382,968	$4,267,041	$0	$4,523,361	$1,126,648
20 Postemployment Benefits	$7,171,914	$150,000	$0	$0	$7,321,914
21 Capital Projects	$15,035,623	$3,800	$74,000,000	$26,853,124	$62,186,299
25 Developer Fees	$8,519,139	$800,000	$0	$10,000	$9,309,139
40 Special Reserve for Capital Projects	$9,191,174	$0	$0	$210,928	$8,980,246

Mountain View
Whisman
School District

2025-2026 Public Hearing Budget

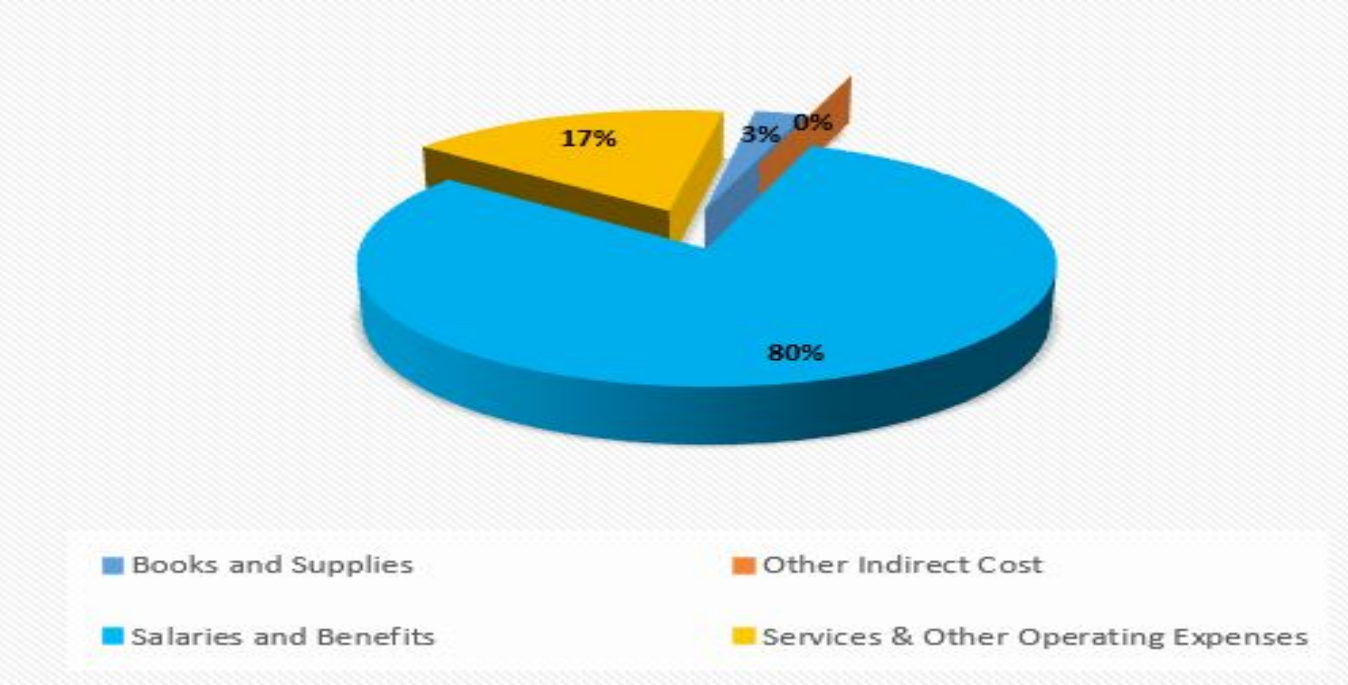
2025-2026 Revenue Projections

General Fund Revenue	
Federal	2,136,803
Other State	9,629,982
Local & LCFF	110,630,873
Grand Total	**122,397,658**



2025-2026 Forecasted Expenditures

General Fund Expenditures	
Books and Supplies	3,523,570
Other Indirect Cost	(54,000)
Salaries and Benefits	103,984,435
Services & Other Operating Expenses	22,564,487
Grand Total	**130,018,492**



Mountain View
Whisman
School District

2025-2028 Multi-Year Projections / Fund Summary

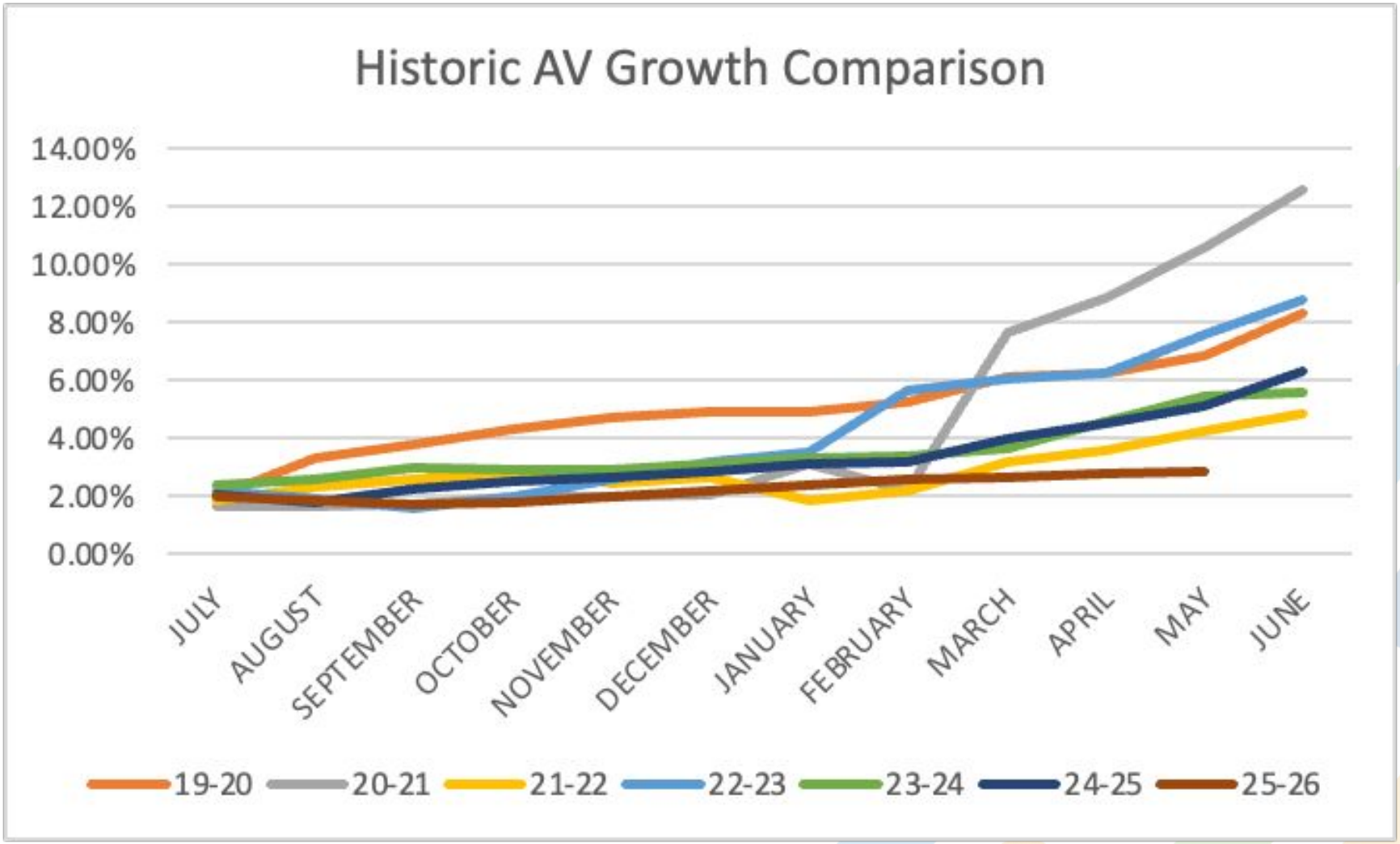
Multi Year Projection

- **The Multi-Year Projection (MYP)** reflects our best estimates of the district's financial outlook over the next few years, based on what we know today. It is a **planning tool**, not a forecast or guarantee.
- Because school funding, staffing needs, and program priorities evolve, the MYP will **change over time** as new information becomes available. It's important to view it as a way to support long-term decisions, **not as a fixed measure** to compare one budget or report against another.

Assumptions

- 5% salary schedule increased in 2025-2026, and 4% in 2026-2027 based on our multi year contract
- Assessed Value growth projected at 3%, 2%, 2% in the years out. Year 25-26 was adjusted down 1%.
- CalSTRS 19.10% yr1, 19.10% yr2 & yr3
- CalPERS 27.40% yr1, 27.50% yr2 & 28.5% yr3
- Parcel Tax revenue included
- 2.92% Consumer Price Index 2025-26, 2.70% 2026-27 and 2.76% CPI 2027-28
    - CPI numbers come from School Services

Historic AV Growth



School Accounting Information

- We anticipate continuing to see significant changes in First Interim as we did this past year.
- This is due to when funds are rolled over from the previous year. COVID/categorical funds are one time funds that we do not fully roll until books are closed.
- This creates an increase in restricted funds during First Interim.

Highlights of Changes to Budget

- Revenue Assessed Value from 4% to 3% -$742K
- Interest increased based on the latest projection by +$300K
- STRS on Behalf increased by +/-$511K both revenue and expenditures
- Contribution to Special Education increased by +$2.7M combination of Salary and Benefits and contracted services to meet the current student needs
- Capital Equipment +$753K Network project (50% may be refunded by e-rate)

Highlights of Changes to Budget

- TK increase of 1 FTE teacher, 11 IAs, classrooms estimated cost total salary and benefits +$934K
- Spanish teachers 2.0 FTE +$324K
- Special Education new TOSA 1.0 FTE +$162K
- Speech & Language pathologist 3.0 FTE +$485K
- SpEd resource teacher 3.0 FTE +$485K
- Assistant Principal 1.0 FTE (CA & CR) +$272K
- Mental Health Specialist 1.0 FTE +$182K
- Science Teacher CR 1.0 FTE +$161K
- Noon Duty at GR .5FTE +$45K
- General Education teachers 2.0 FTE +$324K

Fund 01 General Fund – 2025-2026 Unrestricted/Restricted

	Unrestricted Programs	Restricted Programs	Combined
Beginning Balance, July 1, 2025	$ 45,648,804	$ 6,343,671	$ 51,992,475
Total Revenues	$ 71,209,405	$ 51,188,253	$122,397,658
Total Expenditures	$ 77,995,532	$ 52,831,566	$130,827,098
Net	$ (6,786,127)	$ (1,643,313)	$ (8,429,440)
Ending Balance, June 30, 2026	$ 38,862,677	$ 4,700,358	$ 43,563,035

29.71%

2025-2026 Budget Hearing

Multi-Year Projection (MYP) 2025-2028

	2025-2026 (Year 1)	2026-2027 (Year 2)	2027-2028 (Year 3)
Beginning Balance, July 1	**$51,992,475**	**$43,563,035**	**$30,723,312**
Total Revenues	$122,397,658	$121,968,614	$124,010,136
Total Expenditures	$130,827,098	$134,808,337	$140,499,022
Net Increase/(Decrease)	($8,429,440)	($12,839,723)	($16,488,886)
Ending Balance, June 30	**$43,563,035**	**$30,723,312**	**$14,234,426**
Reserve Level	**29.71%**	**20.18%**	**8.44%**

Multi-Year Projection (MYP) 2025-2028 (Example of 6% AV 25-26)

6% AV instead of 3% AV	2025-2026 (Year 1)	2026-2027 (Year 2)	2027-2028 (Year 3)
Beginning Balance, July 1	**$51,992,475**	**$45,790,692**	**$35,223,180**
Total Revenues	$124,625,315	$124,240,825	$126,327,791
Total Expenditures	$130,827,098	$134,808,337	$140,499,022
Net Increase/(Decrease)	($6,201,783)	($10,567,512)	($14,171,231)
Ending Balance, June 30	**$45,790,692**	**$35,223,180**	**$21,051,949**
Reserve Level	**31.41%**	**23.52%**	**13.30%**

AV Growth Illustration

	AV %		AV %		Difference
2025-2026	3%	76,482,903	6%	78,710,561	$ 2,227,657.37
2026-2027	2%	78,012,561	6%	83,433,194	$ 5,420,632.94
2027-2028	2%	79,572,812	6%	88,439,186	$ 8,866,373.37
				Total Over 3 Years	**$16,514,663.69**

Summary of Other Funds 2025-2026

Fund Title	Beginning Balance	Revenues	Contribution from General Fund/Other Source*	Expenditures	Ending Balance
12 Preschool	$903,042	$2,415,231	$808,605	$3,265,689	$861,189
13 Food Service	$1,126,648	$4,197,490	$0	$4,792,318	$531,820
20 Postemployment Benefits	$7,321,914	$125,000	$0	$0	$7,446,914
21 Capital Projects	$62,186,300	$0	$0	$60,602,888	$1,583,412
25 Developer Fees	$9,309,139	$770,000	$0	$9,050,179	$1,028,960
40 Special Reserve for Capital Projects	$8,980,246	$0	$0	$6,278,028	$2,702,218

Mountain View
Whisman
School District

Governors May Revise Highlights

Themes for the May Revision

Themes for the 2025-26 May Revision

Governor Gavin Newsom released his 2025-26 May Revision amid significant financial and economic uncertainty

Significant emphasis on federal policy and its impacts on California foreign trade, tourism, and immigration

First seen in his January 2025 Budget proposal, the plan to under-appropriate the 2024-25 minimum guarantee remains in his May Revision to the tune of $1.3 billion

His May Revision projects both lower revenues and increased costs of health care in the current year and near term

To address the budget deficit, he uses a combination of reductions, borrowing, funding shifts, deferrals, and expenditures that would only be activated if sufficient revenues materialize

Proposition 98 is largely insulated from these problems, with minimal disruptions to the proposals from the Governor's Budget in early January 2025, despite all that has come to pass since then

District Financial Conditions—Declining Enrollment by County

- 44 (or 76%) of the 58 counties are projected to decline in enrollment through 2033-34
- The 44 declining enrollment counties are projected to be down by approximately 600,000
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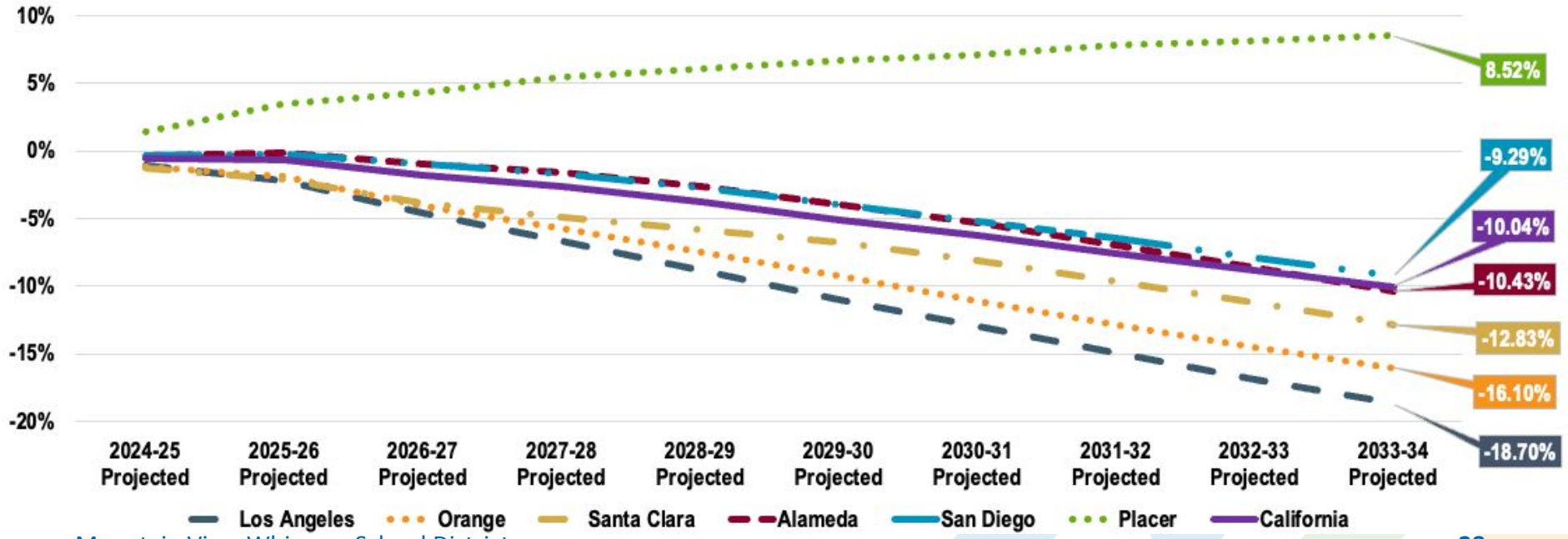
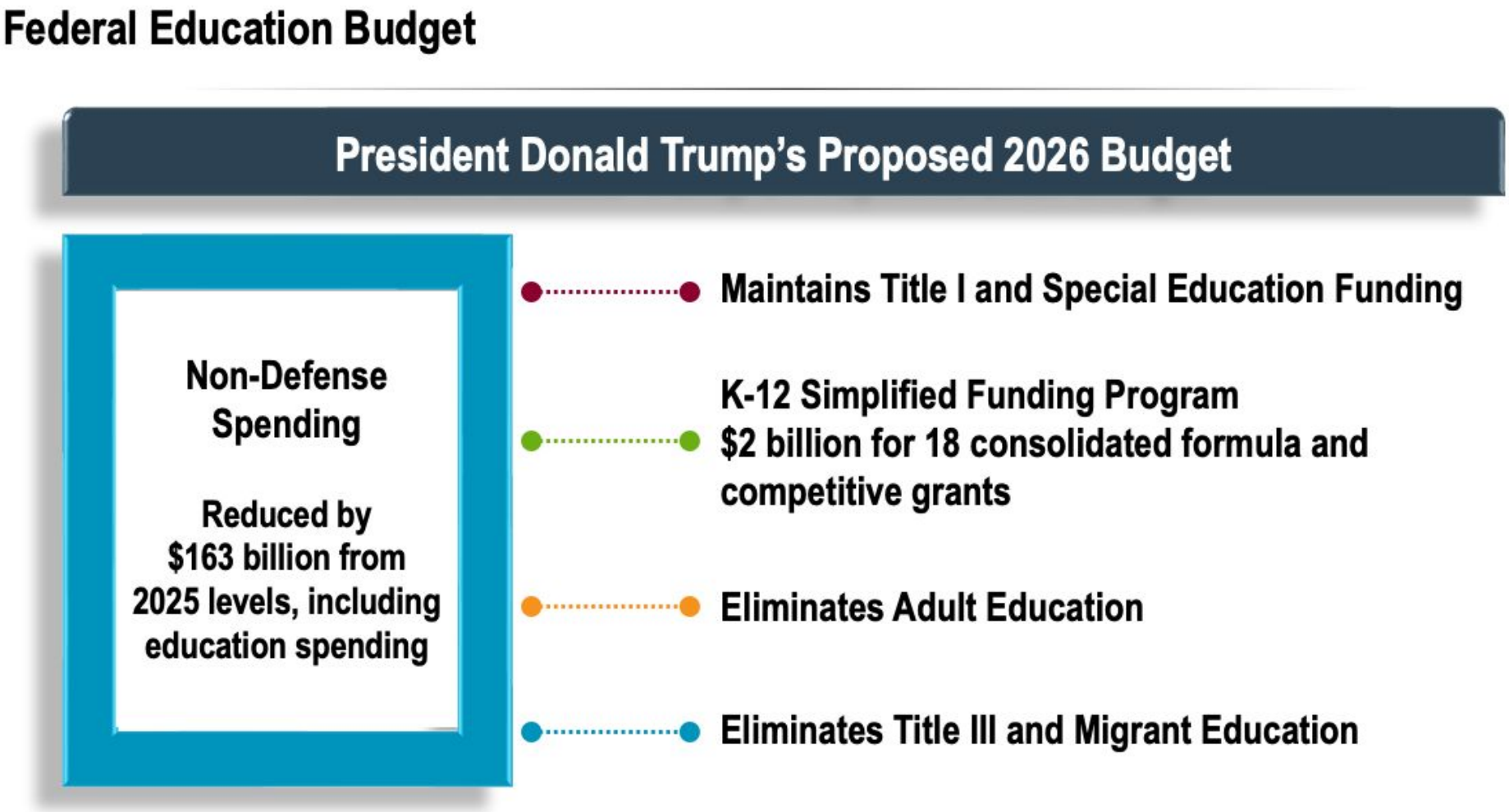
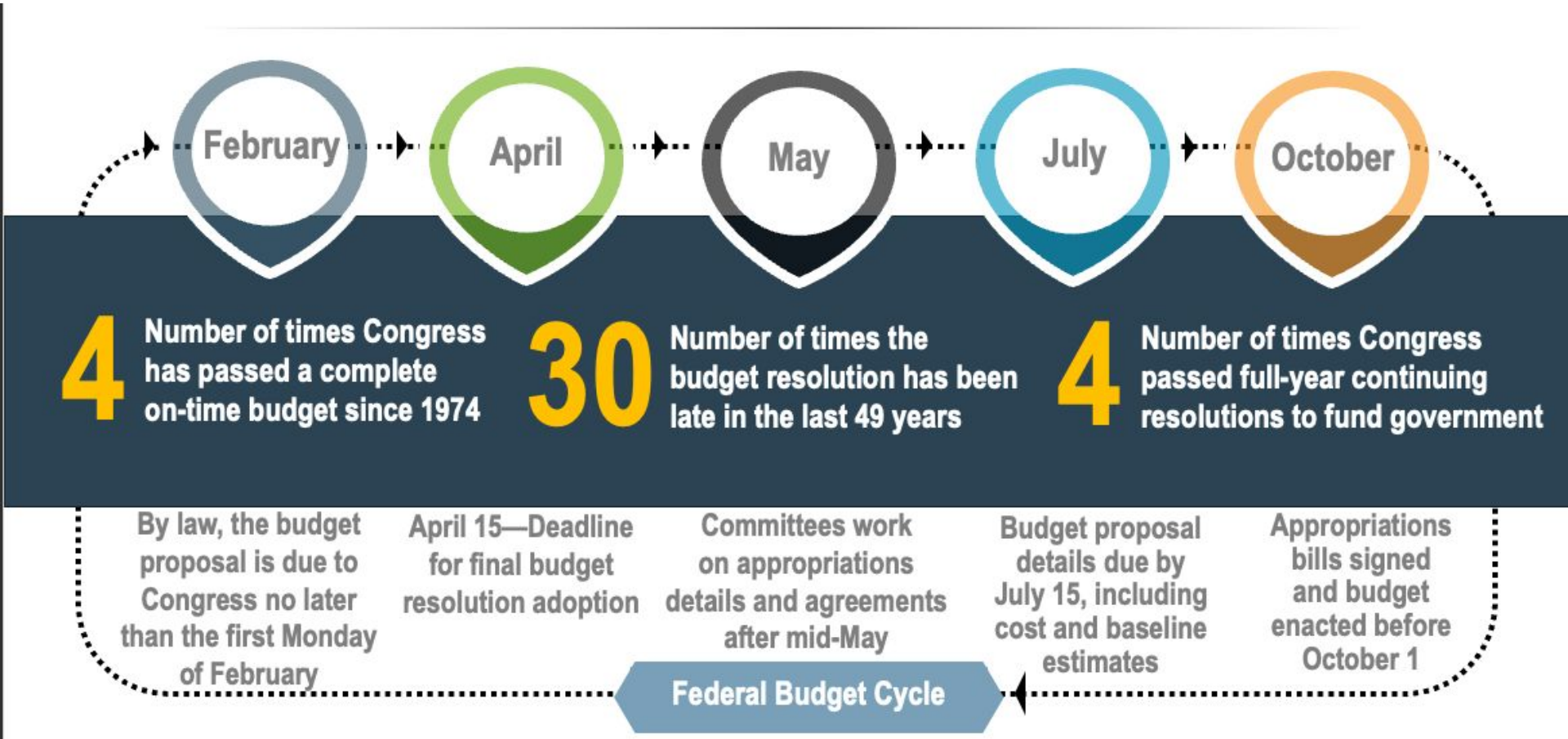


Federal Education Budget



Federal Budget Cycle



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2025-2026 Budget Adoption

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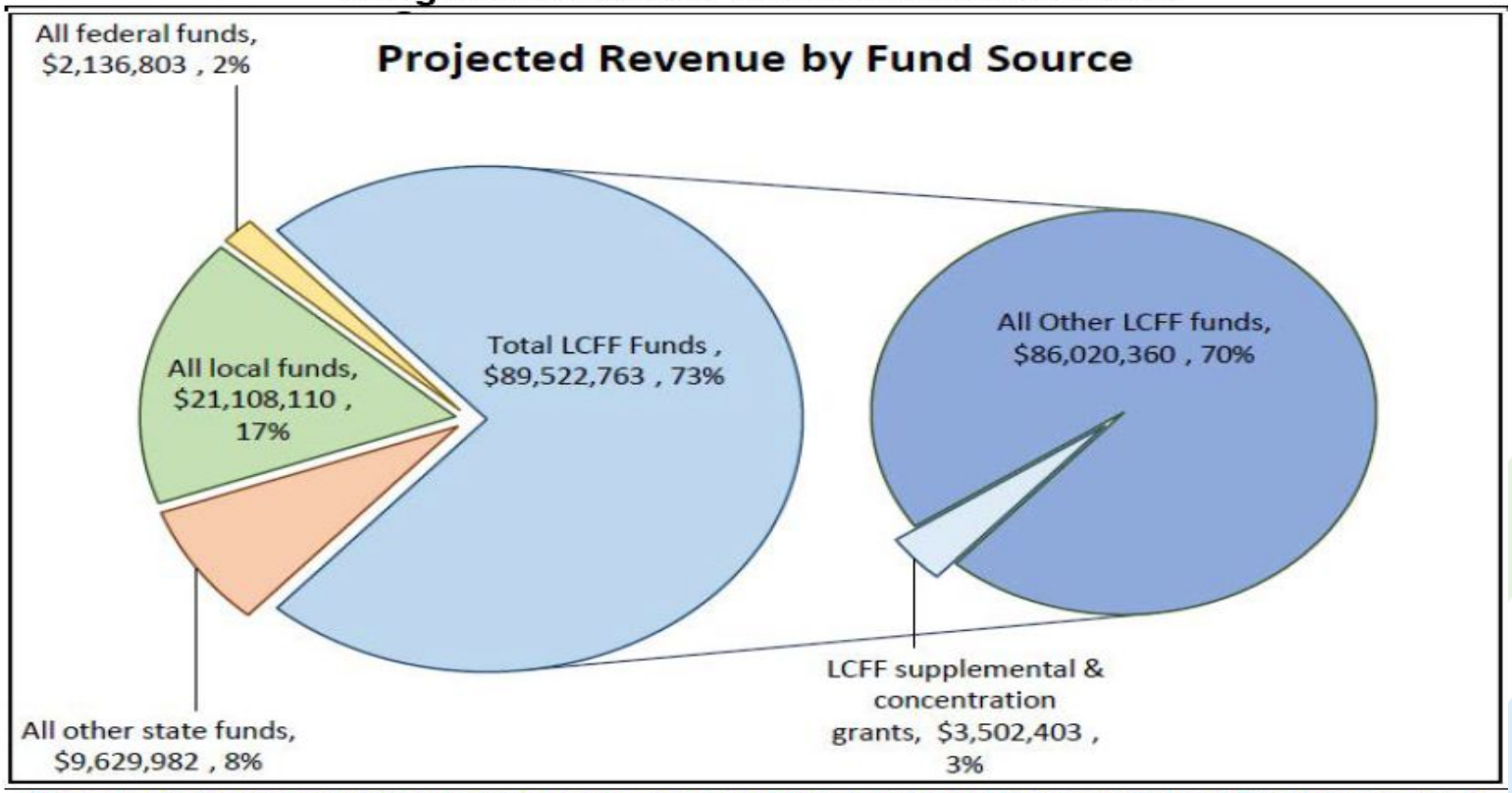

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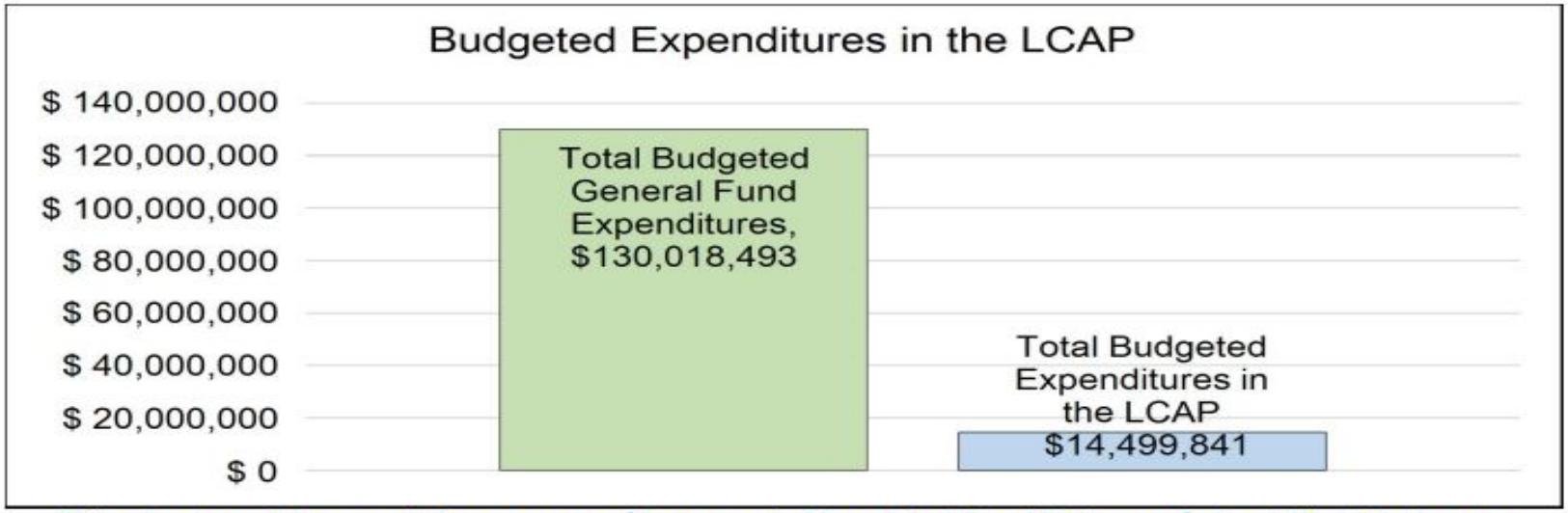

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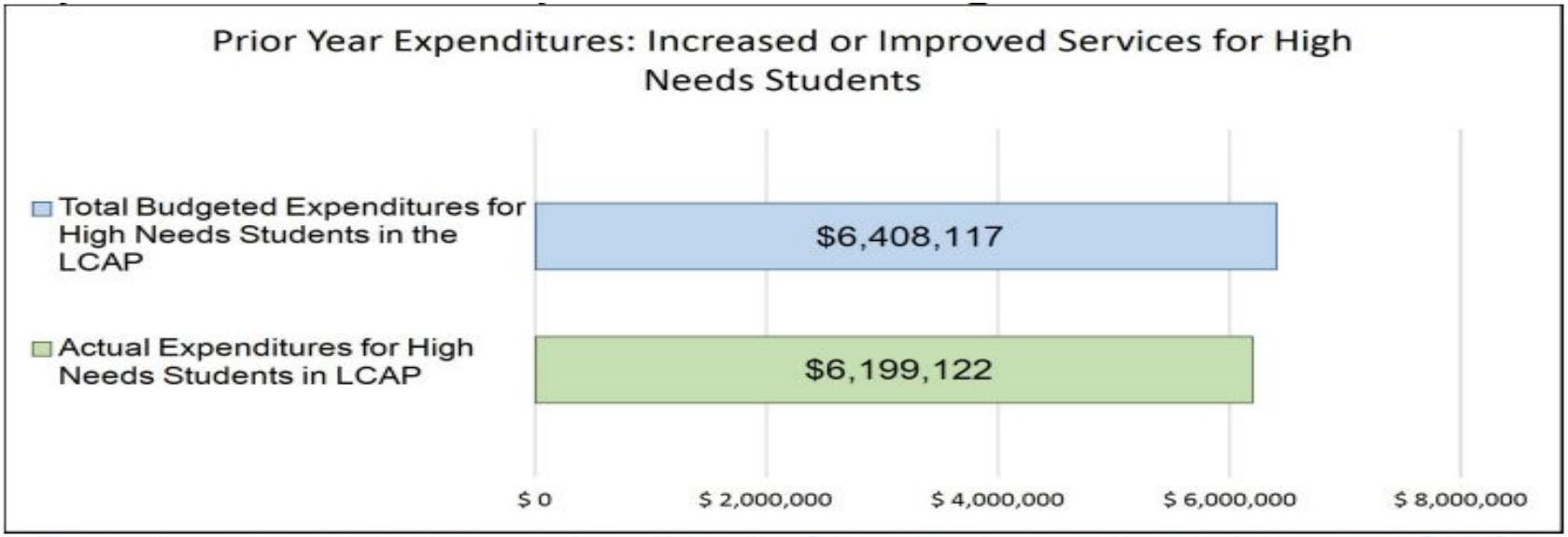
Update on Increased or Improved Services for High Needs Students in 2024-25



This chart compares what Mountain View Whisman School District budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Mountain View Whisman School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2024-25, Mountain View Whisman School District's LCAP budgeted $6,408,117 for planned actions to increase or improve services for high needs students. Mountain View Whisman School District actually spent $6,199,122 for actions to increase or improve services for high needs students in 2024-25.

The difference between the budgeted and actual expenditures of $208,995 had the following impact on Mountain View Whisman School District's ability to increase or improve services for high needs students:

The difference between budgeted and actual for year 2024-25 was due to a combination of unfilled vacancies, late hires, reassignment of the Equity director, and the site's inability to spend their allocation resulted in lower expenditures than projected. However, these had minimal impact on the District's ability to provide or improve services to unduplicated students and other supports were in place including Response to Instruction, Early Literacy instruction, MTSS, coaching for teachers, and integrated and designated ELD. Additionally, even though the Director of Equity was reassigned, she was still able to conduct equity work across the District.

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Discussion) Public Hearing: Budget Overview for Parents

Estimated Time:

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

Background:
California Education Code (EC) Section 52064.1 requires each school district, county office of education (COE), and charter school (LEA) to develop the Local Control Funding Formula (LCFF) Budget Overview for Parents in conjunction with the LCAP by July 1 of each year.

Fiscal Implication:
No impact.

Recommended Action:
It is recommended that the Board of Trustees conduct a Public Hearing and discuss the Budget Overview for Parents, if needed. This item will be agendized on the June 12, 2025 meeting for action.

ATTACHMENTS:

Description	Type	Upload Date
Presentation -last slides	Backup Material	5/22/2025

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2025-2026 Budget Adoption Public Hearing and May Revise

May 29, 2025

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School District

Strategic Plan

Strategic Plan 2027
Goal Area 5

- Equitable distribution of resources that support student success.

- Goal 5a: Ensure facilities and resources equitably serve all students.

Reserve Level and Balanced General Fund

Board Resolution 1664.1/18 (January 4, 2018)

A balanced general fund shall be defined as the unrestricted general reserve level in the third year of any Board-enacted budget adoption or interim budget report falls within the range of 17%-20%, and may include deficit spending in any or all of the three years included in the multi-year projection.

At the May 2, 2024 board meeting the board gave direction to dip below the 17% temporarily.

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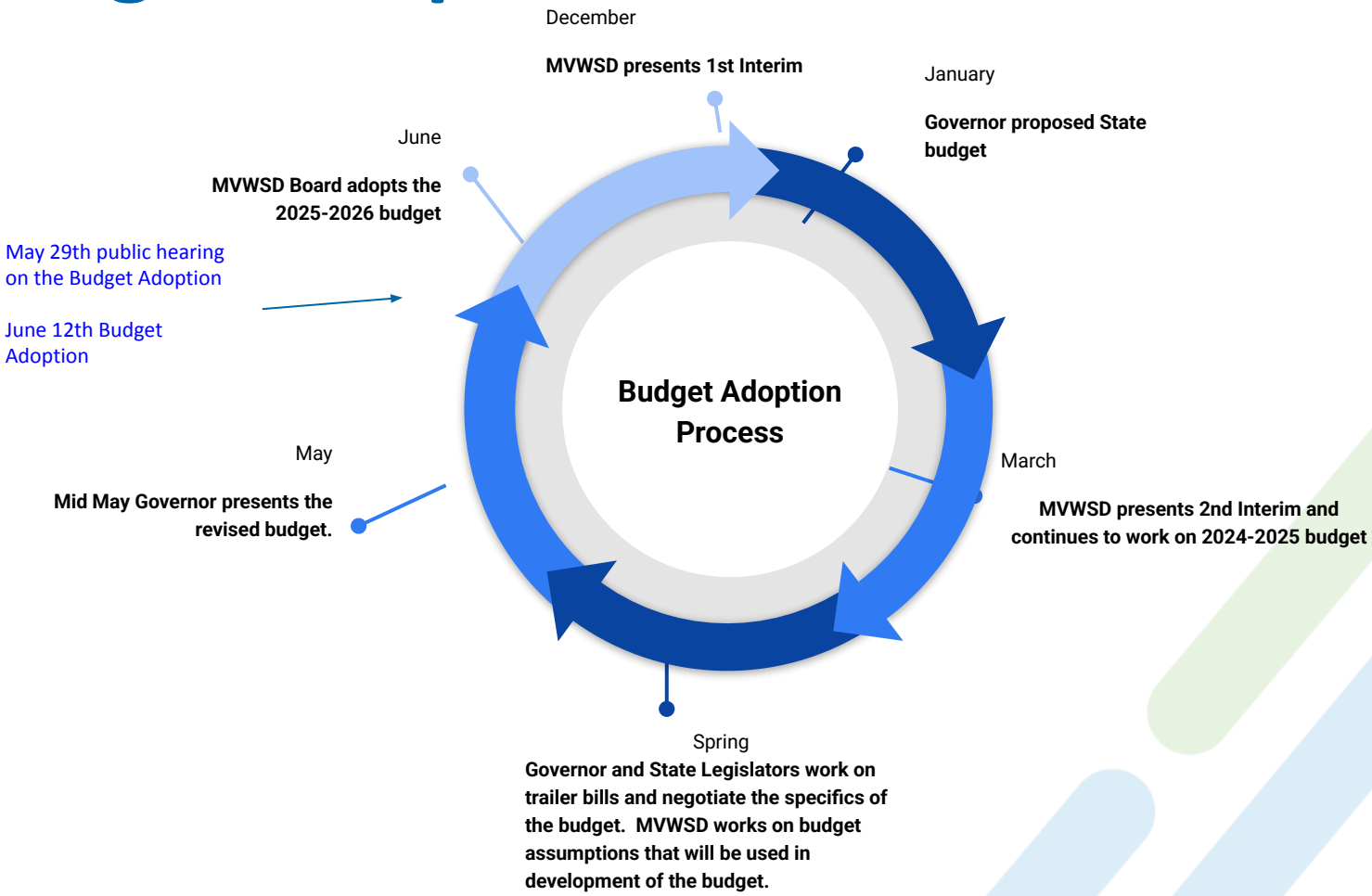
Budget Process

Budget Adoption Process



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Current Year Estimated Actuals 2024-2025

Major Changes Since Second Interim

Revenues

- Secured property tax increased by $102K
- Interest projection increased 3rd and 4th Qtr by $657K
- Site donations and other local revenue increased by $161K
- STRS on Behalf resource 7690 increase by $307K
- Miscellaneous $19K

Expenditures

- Salaries and Benefits decreased by $421 due to unfilled vacancies
- STRS on Behalf resource 7690 increase by $307K
- Contracted services:Legal expenses increase by $280K, Transportation increased by $60K, Miscellaneous contracted services increased by $135K
- Electric equipment increased by $50K for lights at Graham and a scissor lift.

2024-2025 Estimated Actuals

Fund 01 General Fund

	Unrestricted Programs	Restricted Programs	Combined
Adjusted Beginning July 1, 2024	$ 45,922,660	$ 10,209,201	$ 56,131,861
Total Revenues	$ 73,772,244	$ 48,053,274	$ 121,825,518
Total Expenditures	$ 74,046,100	$ 51,918,804	$ 125,964,904
Net Increase/(Decrease)	$ (273,856)	$ (3,865,530)	$ (4,139,386)
Ending Balance, June 30, 2025	$ 45,648,804	$ 6,343,671	$ 51,992,475

Reserve Level 36.24%

Summary of Other Funds Estimated Actuals 2024-2025

Fund Title	Beginning Balance	Revenues	Contribution from General Fund/Other Source*	Expenditures	Ending Balance
12 Preschool	$830,248	$2,796,533	$585,045	$3,308,784	$903,042
13 Food Service	$1,382,968	$4,267,041	$0	$4,523,361	$1,126,648
20 Postemployment Benefits	$7,171,914	$150,000	$0	$0	$7,321,914
21 Capital Projects	$15,035,623	$3,800	$74,000,000	$26,853,124	$62,186,299
25 Developer Fees	$8,519,139	$800,000	$0	$10,000	$9,309,139
40 Special Reserve for Capital Projects	$9,191,174	$0	$0	$210,928	$8,980,246

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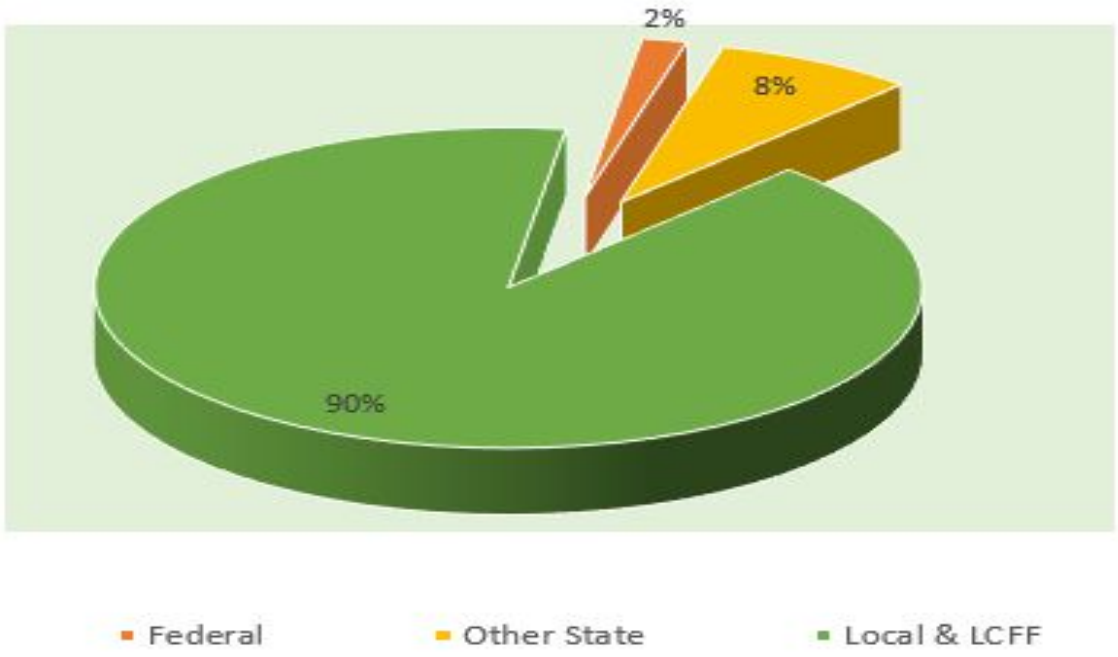
2025-2026 Public Hearing Budget

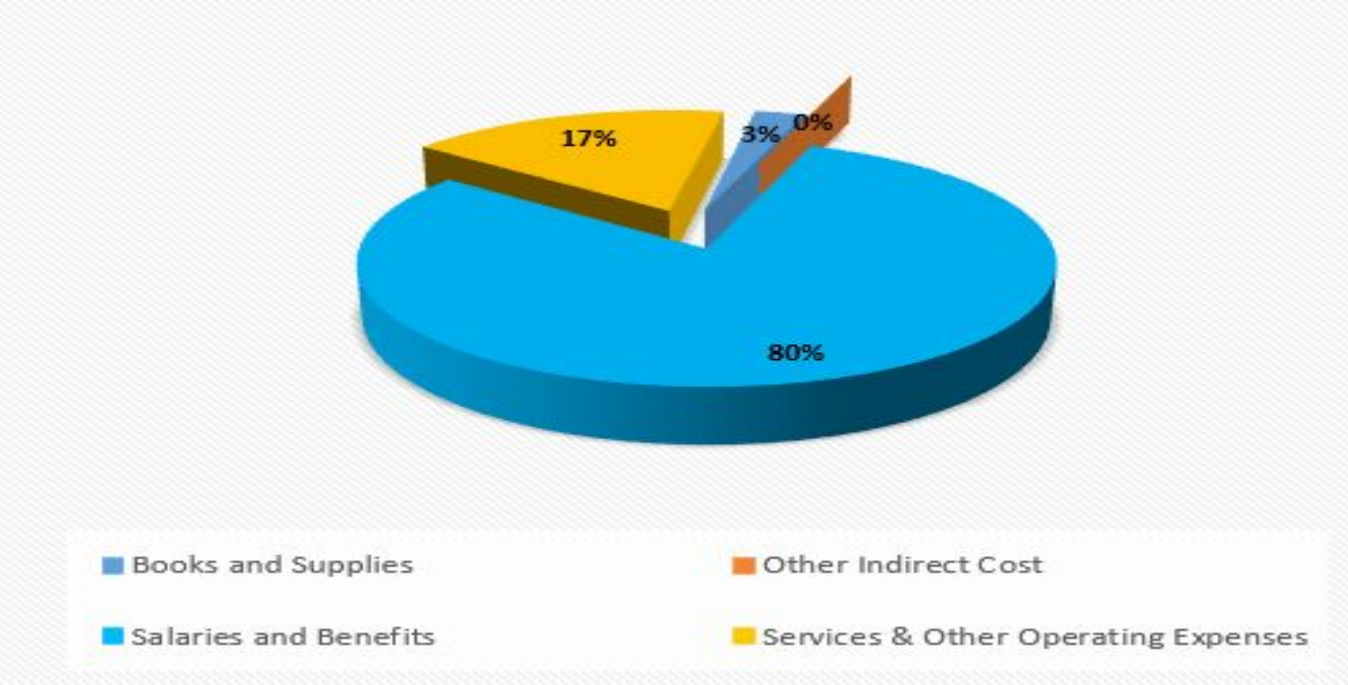
2025-2026 Revenue Projections

General Fund Revenue	
Federal	2,136,803
Other State	9,629,982
Local & LCFF	110,630,873
Grand Total	**122,397,658**



2025-2026 Forecasted Expenditures

General Fund Expenditures	
Books and Supplies	3,523,570
Other Indirect Cost	(54,000)
Salaries and Benefits	103,984,435
Services & Other Operating Expenses	22,564,487
Grand Total	**130,018,492**



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2025-2028 Multi-Year Projections / Fund Summary

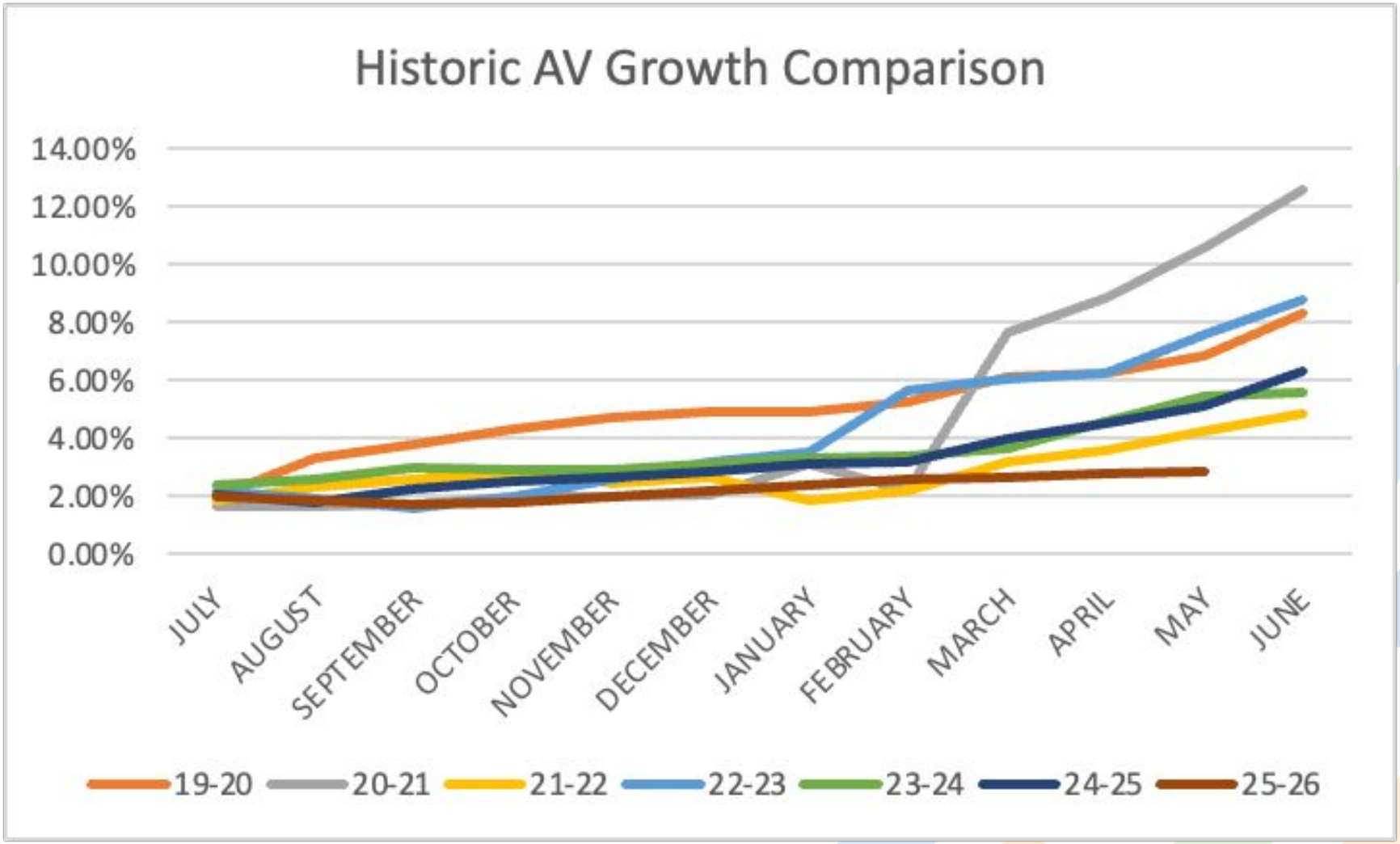
Multi Year Projection

- **The Multi-Year Projection (MYP)** reflects our best estimates of the district's financial outlook over the next few years, based on what we know today. It is a **planning tool**, not a forecast or guarantee.
- Because school funding, staffing needs, and program priorities evolve, the MYP will **change over time** as new information becomes available. It's important to view it as a way to support long-term decisions, **not as a fixed measure** to compare one budget or report against another.

Assumptions

- 5% salary schedule increased in 2025-2026, and 4% in 2026-2027 based on our multi year contract
- Assessed Value growth projected at 3%, 2%, 2% in the years out. Year 25-26 was adjusted down 1%.
- CalSTRS 19.10% yr1, 19.10% yr2 & yr3
- CalPERS 27.40% yr1, 27.50% yr2 & 28.5% yr3
- Parcel Tax revenue included
- 2.92% Consumer Price Index 2025-26, 2.70% 2026-27 and 2.76% CPI 2027-28
    - CPI numbers come from School Services

Historic AV Growth



School Accounting Information

- We anticipate continuing to see significant changes in First Interim as we did this past year.
- This is due to when funds are rolled over from the previous year. COVID/categorical funds are one time funds that we do not fully roll until books are closed.
- This creates an increase in restricted funds during First Interim.

Highlights of Changes to Budget

- Revenue Assessed Value from 4% to 3% -$742K
- Interest increased based on the latest projection by +$300K
- STRS on Behalf increased by +/-$511K both revenue and expenditures
- Contribution to Special Education increased by +$2.7M combination of Salary and Benefits and contracted services to meet the current student needs
- Capital Equipment +$753K Network project (50% may be refunded by e-rate)

Highlights of Changes to Budget

- TK increase of 1 FTE teacher, 11 IAs, classrooms estimated cost total salary and benefits +$934K
- Spanish teachers 2.0 FTE +$324K
- Special Education new TOSA 1.0 FTE +$162K
- Speech & Language pathologist 3.0 FTE +$485K
- SpEd resource teacher 3.0 FTE +$485K
- Assistant Principal 1.0 FTE (CA & CR) +$272K
- Mental Health Specialist 1.0 FTE +$182K
- Science Teacher CR 1.0 FTE +$161K
- Noon Duty at GR .5FTE +$45K
- General Education teachers 2.0 FTE +$324K

Fund 01 General Fund – 2025-2026 Unrestricted/Restricted

	Unrestricted Programs	Restricted Programs	Combined
Beginning Balance, July 1, 2025	$ 45,648,804	$ 6,343,671	$ 51,992,475
Total Revenues	$ 71,209,405	$ 51,188,253	$122,397,658
Total Expenditures	$ 77,995,532	$ 52,831,566	$130,827,098
Net	$ (6,786,127)	$ (1,643,313)	$ (8,429,440)
Ending Balance, June 30, 2026	$ 38,862,677	$ 4,700,358	$ 43,563,035

29.71%

2025-2026 Budget Hearing

Multi-Year Projection (MYP) 2025-2028

	2025-2026 (Year 1)	2026-2027 (Year 2)	2027-2028 (Year 3)
Beginning Balance, July 1	**$51,992,475**	**$43,563,035**	**$30,723,312**
Total Revenues	$122,397,658	$121,968,614	$124,010,136
Total Expenditures	$130,827,098	$134,808,337	$140,499,022
Net Increase/(Decrease)	($8,429,440)	($12,839,723)	($16,488,886)
Ending Balance, June 30	**$43,563,035**	**$30,723,312**	**$14,234,426**
Reserve Level	**29.71%**	**20.18%**	**8.44%**

Multi-Year Projection (MYP) 2025-2028 (Example of 6% AV 25-26)

6% AV instead of 3% AV	2025-2026 (Year 1)	2026-2027 (Year 2)	2027-2028 (Year 3)
Beginning Balance, July 1	**$51,992,475**	**$45,790,692**	**$35,223,180**
Total Revenues	$124,625,315	$124,240,825	$126,327,791
Total Expenditures	$130,827,098	$134,808,337	$140,499,022
Net Increase/(Decrease)	($6,201,783)	($10,567,512)	($14,171,231)
Ending Balance, June 30	**$45,790,692**	**$35,223,180**	**$21,051,949**
Reserve Level	**31.41%**	**23.52%**	**13.30%**

AV Growth Illustration

	AV %		AV %		Difference
2025-2026	3%	76,482,903	6%	78,710,561	$ 2,227,657.37
2026-2027	2%	78,012,561	6%	83,433,194	$ 5,420,632.94
2027-2028	2%	79,572,812	6%	88,439,186	$ 8,866,373.37
				Total Over 3 Years	**$16,514,663.69**

Summary of Other Funds 2025-2026

Fund Title	Beginning Balance	Revenues	Contribution from General Fund/Other Source*	Expenditures	Ending Balance
12 Preschool	$903,042	$2,415,231	$808,605	$3,265,689	$861,189
13 Food Service	$1,126,648	$4,197,490	$0	$4,792,318	$531,820
20 Postemployment Benefits	$7,321,914	$125,000	$0	$0	$7,446,914
21 Capital Projects	$62,186,300	$0	$0	$60,602,888	$1,583,412
25 Developer Fees	$9,309,139	$770,000	$0	$9,050,179	$1,028,960
40 Special Reserve for Capital Projects	$8,980,246	$0	$0	$6,278,028	$2,702,218

Mountain View
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Governors May Revise Highlights

Themes for the May Revision

Themes for the 2025-26 May Revision

Governor Gavin Newsom released his 2025-26 May Revision amid significant financial and economic uncertainty

Significant emphasis on federal policy and its impacts on California foreign trade, tourism, and immigration

First seen in his January 2025 Budget proposal, the plan to under-appropriate the 2024-25 minimum guarantee remains in his May Revision to the tune of $1.3 billion

His May Revision projects both lower revenues and increased costs of health care in the current year and near term

To address the budget deficit, he uses a combination of reductions, borrowing, funding shifts, deferrals, and expenditures that would only be activated if sufficient revenues materialize

Proposition 98 is largely insulated from these problems, with minimal disruptions to the proposals from the Governor's Budget in early January 2025, despite all that has come to pass since then

District Financial Conditions—Declining Enrollment by County

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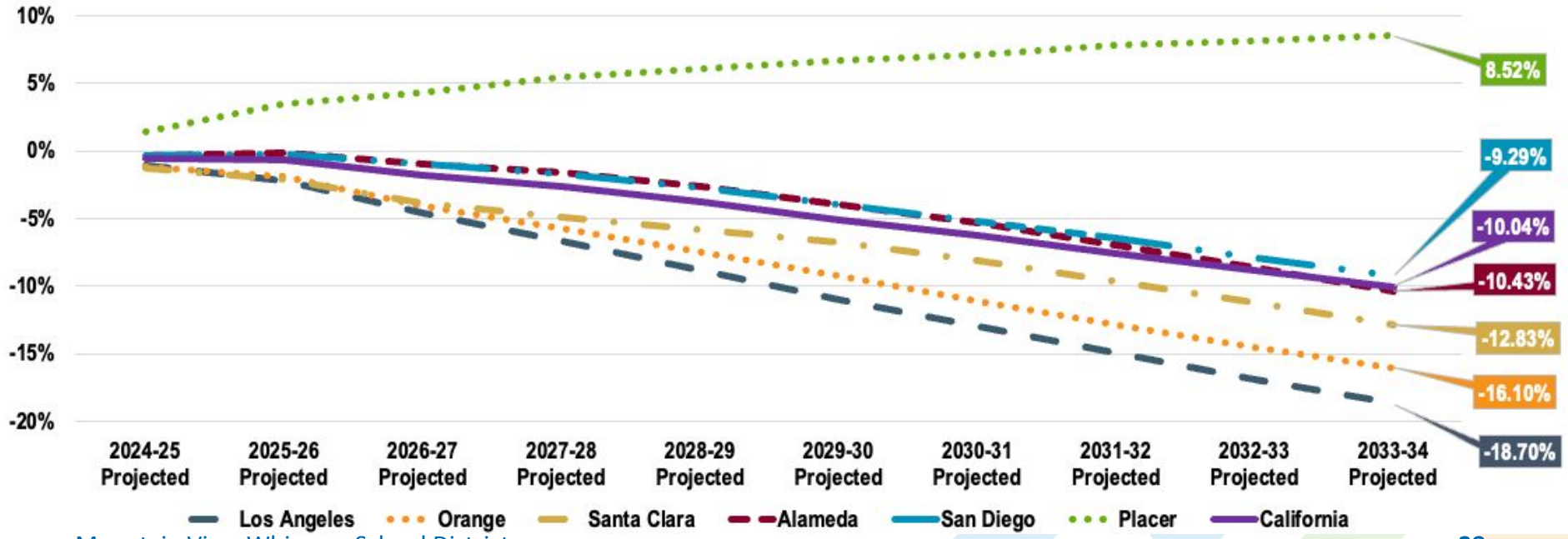

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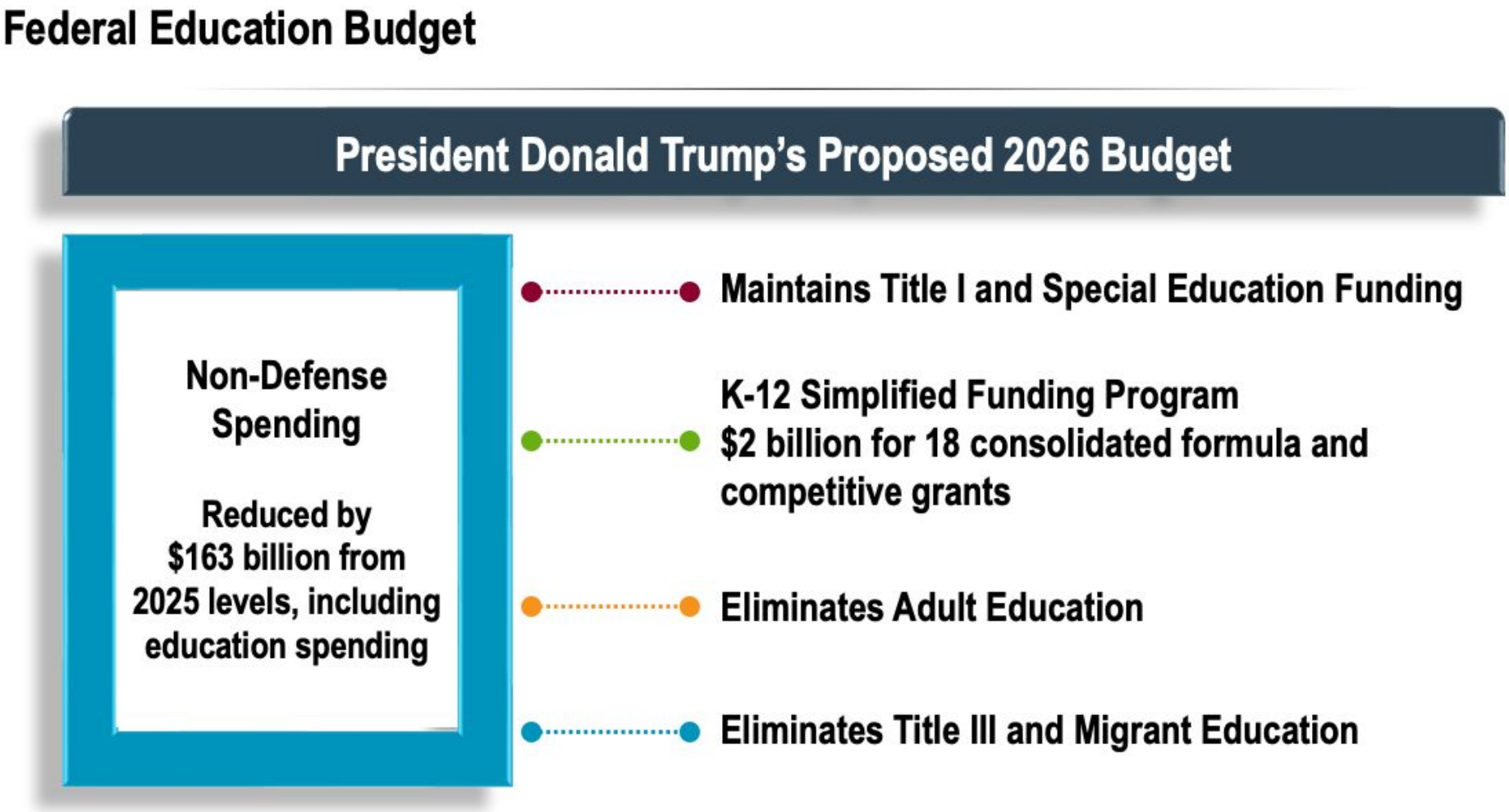
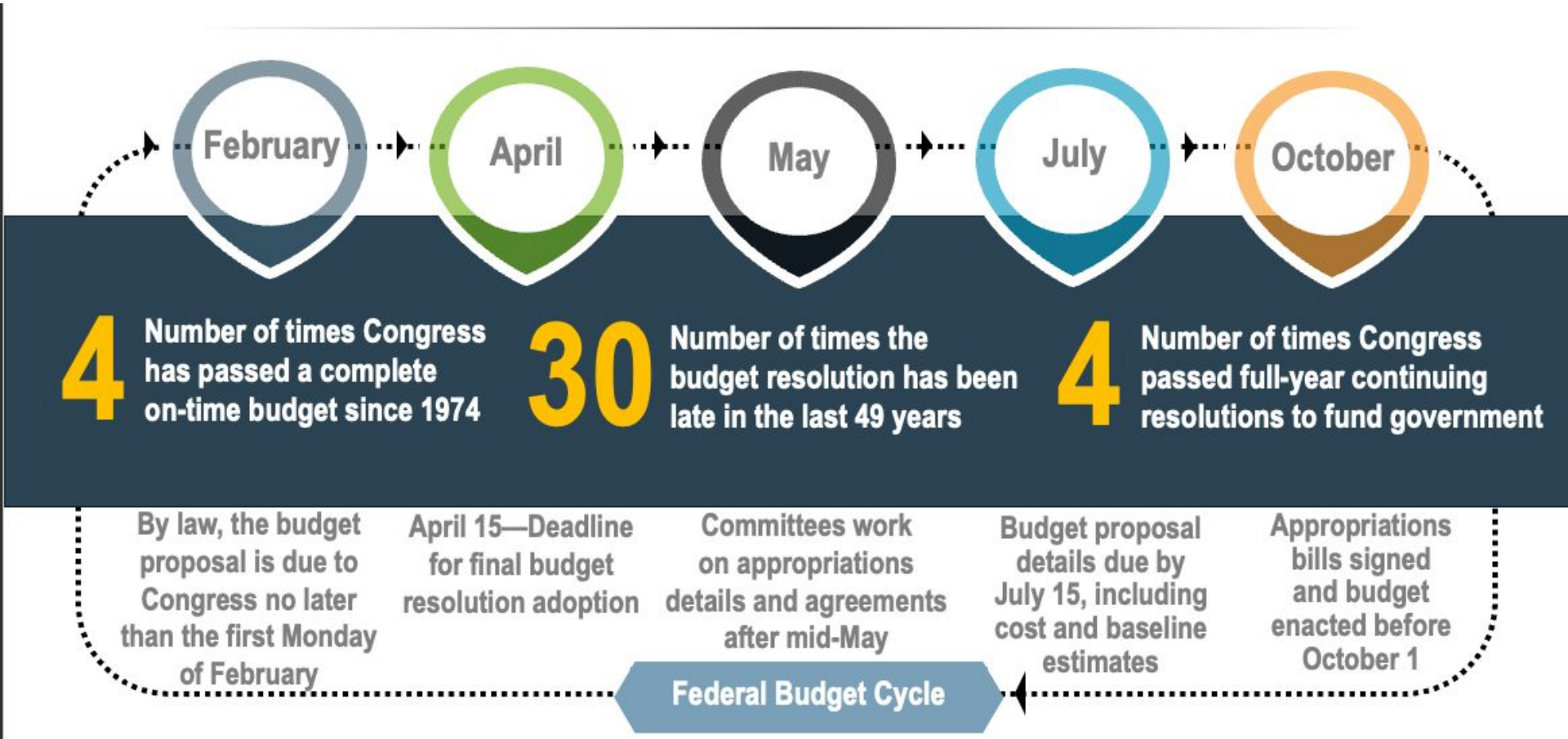


Federal Budget Cycle



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2025-2026 Budget Adoption

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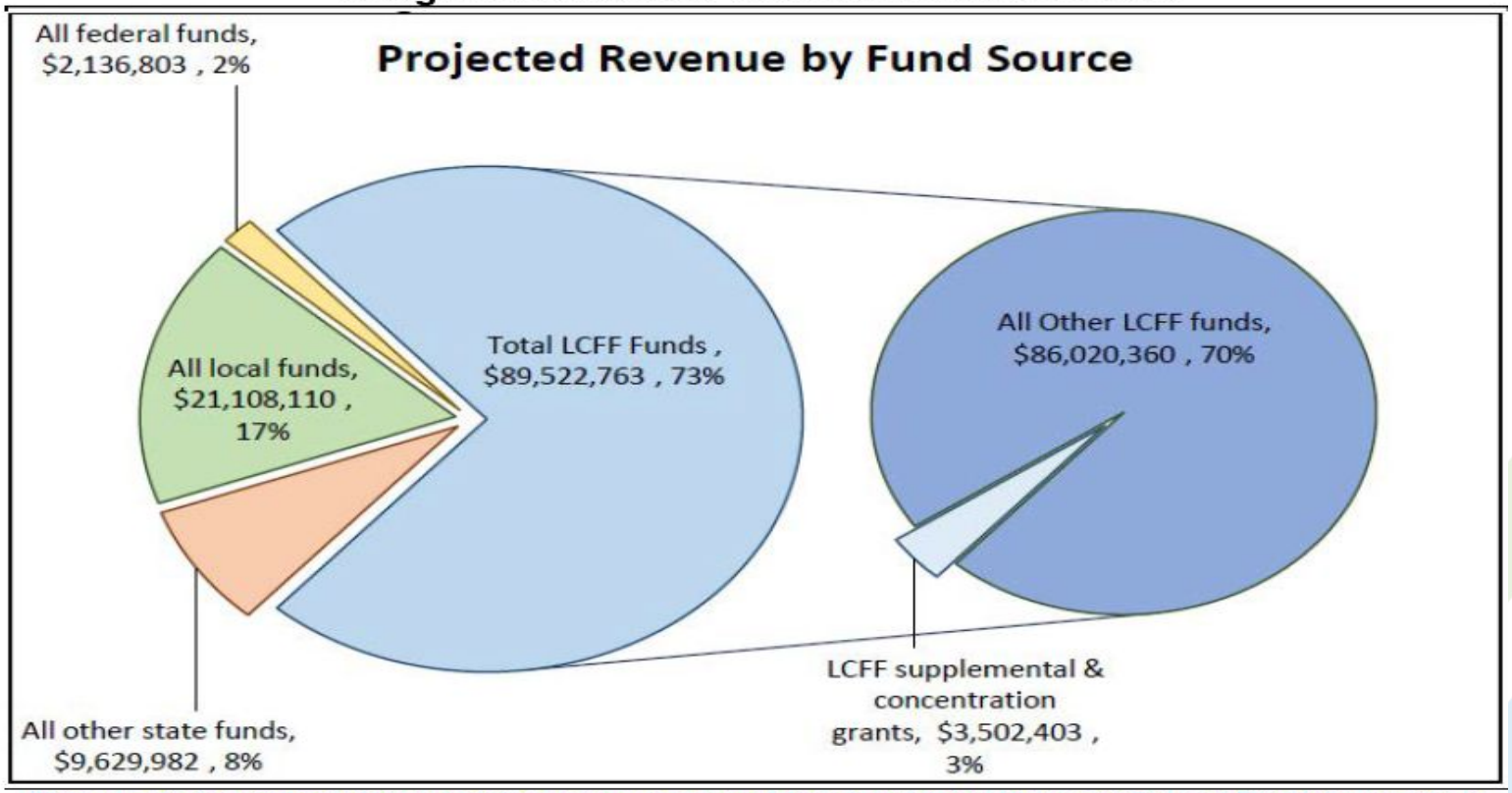

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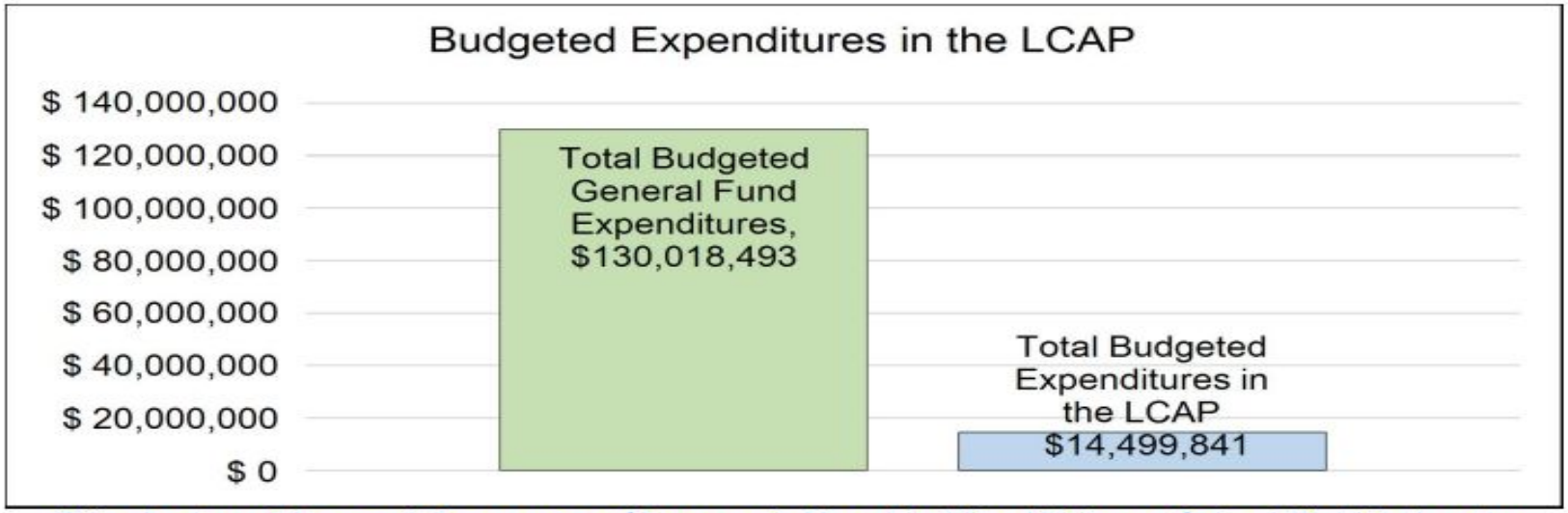

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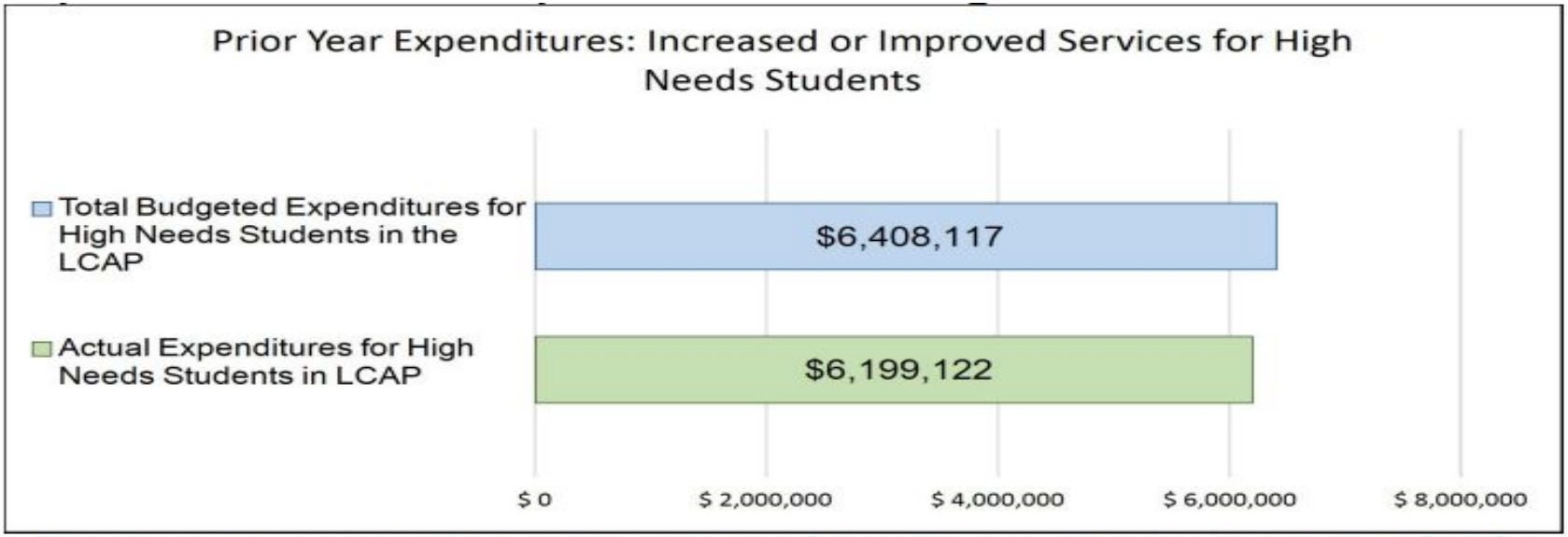
The most significant general fund expenditures not included in the LCAP are primarily related to the salaries of administrators, certificated staff, classified staff, and support staff and expenditures that are not funded through supplemental dollars and not specific to the goals, actions, and services in the LCAP. Additionally, these may include expenditures such as school facilities and maintenance that involve staffing, equipment, repair, and contracts. Other general fund expenditures are related to school programs, general overhead (gas, water, electricity), and other operational cost of the District.

Update on Increased or Improved Services for High Needs Students in 2024-25



This chart compares what Mountain View Whisman School District budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Mountain View Whisman School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2024-25, Mountain View Whisman School District's LCAP budgeted $6,408,117 for planned actions to increase or improve services for high needs students. Mountain View Whisman School District actually spent $6,199,122 for actions to increase or improve services for high needs students in 2024-25.

The difference between the budgeted and actual expenditures of $208,995 had the following impact on Mountain View Whisman School District's ability to increase or improve services for high needs students:

The difference between budgeted and actual for year 2024-25 was due to a combination of unfilled vacancies, late hires, reassignment of the Equity director, and the site's inability to spend their allocation resulted in lower expenditures than projected. However, these had minimal impact on the District's ability to provide or improve services to unduplicated students and other supports were in place including Response to Instruction, Early Literacy instruction, MTSS, coaching for teachers, and integrated and designated ELD. Additionally, even though the Director of Equity was reassigned, she was still able to conduct equity work across the District.

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Discussion) Public Hearing: Resolution No. 03-052925, Education Protection Account (EPA) Requirements

Estimated Time:

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

Background:
The voters of the State of California approved Proposition 30 on November 6, 2012, which added Article XIII, Section 36 to the California Constitution effective November 7, 2012. Article XIII, Section 36(e) creates an Education Protection Account (EPA) to receive and disburse the revenues derived from the incremental tax increases imposed by Article XIII, Section 36 (f). All funds in the EPA will be continuously appropriated for the support of school districts. The District shall have sole authority in determining how the funds received by the EPA are spent. The Board shall make the spending determinations with respect to funds received from the EPA in an open session of a public meeting of the governing board of the Mountain View Whisman School District.

Fiscal Implication:
FY 2025-2026 income of $888,200

Recommended Action:
It is recommended that the Board of Trustees conduct a Public Hearing and discuss Resolution No. 03-052925 for the proposed uses of the Education Protection Account Funds as identified on the attached list. This item will be agendized on the June 12, 2025 meeting for action.

ATTACHMENTS:

Description	Type	Upload Date
Resolution No. 03-052925, Education Protection Account (EPA) Requirements	Backup Material	5/20/2025
2024-2025 and 2025-2026 Education Protection Account (EPA) Funding Expenditure Document	Backup Material	5/20/2025

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

RESOLUTION NUMBER 03-052925

EDUCATION PROTECTION ACCOUNT (EPA)

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a school district shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each school district shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of school districts shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by school districts to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Mountain View Whisman School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Mountain View Whisman School District has determined to spend the monies received from the Education Protection Act as attached.

PASSED AND ADOPTED by the Mountain View Whisman Governing Board on

June 12, 2025 on motion of Member _____ , seconded by Member

_____, by the following vote:

AYES:

NOES:

ABSENT:

ABTAINED:

_____
Clerk of the Board of Trustees
Mountain View Whisman School District
Santa Clara County, California

Education Protection Account (EPA) Funding

Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education, and community college districts are required to determine how the monies received from the Education Protection Account (EPA) are spent in the school or schools within its jurisdiction, provided that the governing board makes the spending determinations in an open session of a public meeting.

There is also a requirement that the district must annually post on its website an accounting of how much money was received from EPA, and how that money was spent.

Please see below the FY 2024-2025 EPA estimated actuals, and FY 2025-2026 budget adoption for the Mountain View Whisman School District.

FY 2024-2025
Estimated Actuals: July 1, 2024 - June 30, 2025

FY 2025-2026
Budget Adoption: July 1, 2025 - June 30, 2026

Fund 010, Resource 1400 Education Protection Account (EPA)

Description	Object Codes	2024-2025 Estimated Actuals	2025-2026 Budget Adoption
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		885,636	888,200
Revenue Limit Sources		885,636	888,200
TOTAL AVAILABLE		885,636	888,200
EXPENDITURES			
(Objects 1000-3999)			
Instruction-Teacher's Salaries	1000-1999	565,552	568,116
State Teachers Retirement System (STRS)	3101	109,798	109,798
Medicare	3321	9,637	9,637
Health & Welfare	3401	188,613	188,613
Unemployment Insurance	3501	332	332
Worker's Comp	3601	11,704	11,704
TOTAL EXPENDITURES		885,636	888,200
BALANCE (Total Available minus Total Expenditures)		0.00	0.00

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Action) Resolution 01-052925 Declaring the First Friday in June to be National Gun Violence Awareness Day

Estimated Time:

Person Responsible:
Jeffrey Baier, Superintendent
Trustee Lisa Henry

Background:
The resolution designates the first Friday of June as National Gun Violence Awareness Day. This date, also known as "Wear Orange Day, " is a national day of action to raise awareness about gun violence and work toward its prevention.

Fiscal Implication:
None

Recommended Action:
It is recommended that the Board of Trustees adopt Resolution 01-052925 Declaring the First Friday in June to be National Gun Violence Awareness Day, as presented.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 01-052925 Declaring the First Friday in June to be National Gun Violence Awareness Day	Backup Material	5/23/2025

RESOLUTION 01-052925

2025 MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT PROCLAMATION DECLARING THE FIRST FRIDAY IN JUNE TO BE NATIONAL GUN VIOLENCE AWARENESS DAY

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the Mountain View Whisman School District to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to end this public health crisis.

WHEREAS, every day, 125 people in the United States are killed by gun violence, and more than 260 are shot and wounded, with an average of more than 19,000 gun homicides every year; and

WHEREAS, people in the United States are 26 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, California has 3,332 gun deaths every year, with a rate of 8.3 deaths per 100,000 people, a crisis that costs the state $41.9 billion each year, of which $1.1 billion is paid by taxpayers. California has the 45th highest rate of gun deaths in the US; and

WHEREAS, 48% of gun deaths in California are by gun suicide; and

WHEREAS, protecting public safety in the communities they serve is the school district's highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from those who are a danger to themselves or others; and

WHEREAS, gun violence prevention is more important than ever as we see high levels of gun violence continue to plague our communities;

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 6, 2025 to recognize the 28th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to —

(1) Hadiya Pendleton and other victims of gun violence; and
(2) the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods, and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to Wear Orange on June 6th, the first Friday in June 2025, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 6, 2025 people across the United States will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, the Mountain View Whisman School District has previously recognized National Gun Violence Awareness Day and has committed to providing an annual notification to remind parents and legal guardians of all students of their responsibilities for keeping firearms out of the hands of children as required by California law; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of people who should not have access to them and encourage responsible gun ownership to help keep our families and communities safe.

NOW, THEREFORE BE IT RESOLVED, that the Mountain View Whisman School Board declares the first Friday in June, June 6, 2025, to be National Gun Violence Awareness Day. We encourage all schools to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

PASSED AND ADOPTED by the Board of Education of the Mountain View Whisman School District of Santa Clara County, State of California, this 29th day of May 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIS:

_____

President of the Board of Trustees Mountain View Whisman School District
Santa Clara County, California

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Action) Outdoor Learning Schematic Design Approval

Estimated Time:

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

Background:
Following the presentation of initial design schemes on November 21, 2024, school principals actively gathered feedback from their school communities regarding the proposed concepts. This valuable input was shared with Carducci Associates, the District's landscape architecture and planning firm. In response, Carducci met individually with each principal to review the feedback and revised the designs to incorporate suggestions related to playground enhancements and other site-specific improvements.
In February 2026, the Board reviewed the updated designs and directed Carducci to conduct additional rounds of engagement with each school site. Carducci subsequently held additional meetings with school communities to gather further feedback and made additional refinements based on that input. In parallel, Carducci also presented updates to the City's Parks and Recreation Commission and other key stakeholders to ensure alignment and transparency across agencies.
This project has evolved over multiple years and has involved broad and ongoing community engagement. As the composition of the community has changed over time, so too have perspectives on what is most appropriate for each school site. The process remains rooted in collaboration, and continued refinement of the designs reflects the District's commitment to ensuring that final site plans align with the evolving needs and priorities of students, families, and staff.

Fiscal Implication:
Original Project Budget (Board approved 9/17/20) - $7,983,936
Increase to Budget with Priority 2 Projects (Board approved 5/30/24) - $7,106,006

Total Project Budget - $15,089,942

Vargas Phase 1 and 2 Project Cost (note this is projected as phase 2 is not complete) - $1,440,132

Remaining Budget (Project Cost) - $13,649,810

Recommended Action:
It is recommended that the board approve the schematic designs as presented.

ATTACHMENTS:

Description	Type	Upload Date

Mountain View Whisman School District

Outdoor Learning

May 29, 2025

Mountain View
Whisman
School District

Strategic Plan 2027

Strategic Plan 2027
Goal Area 5

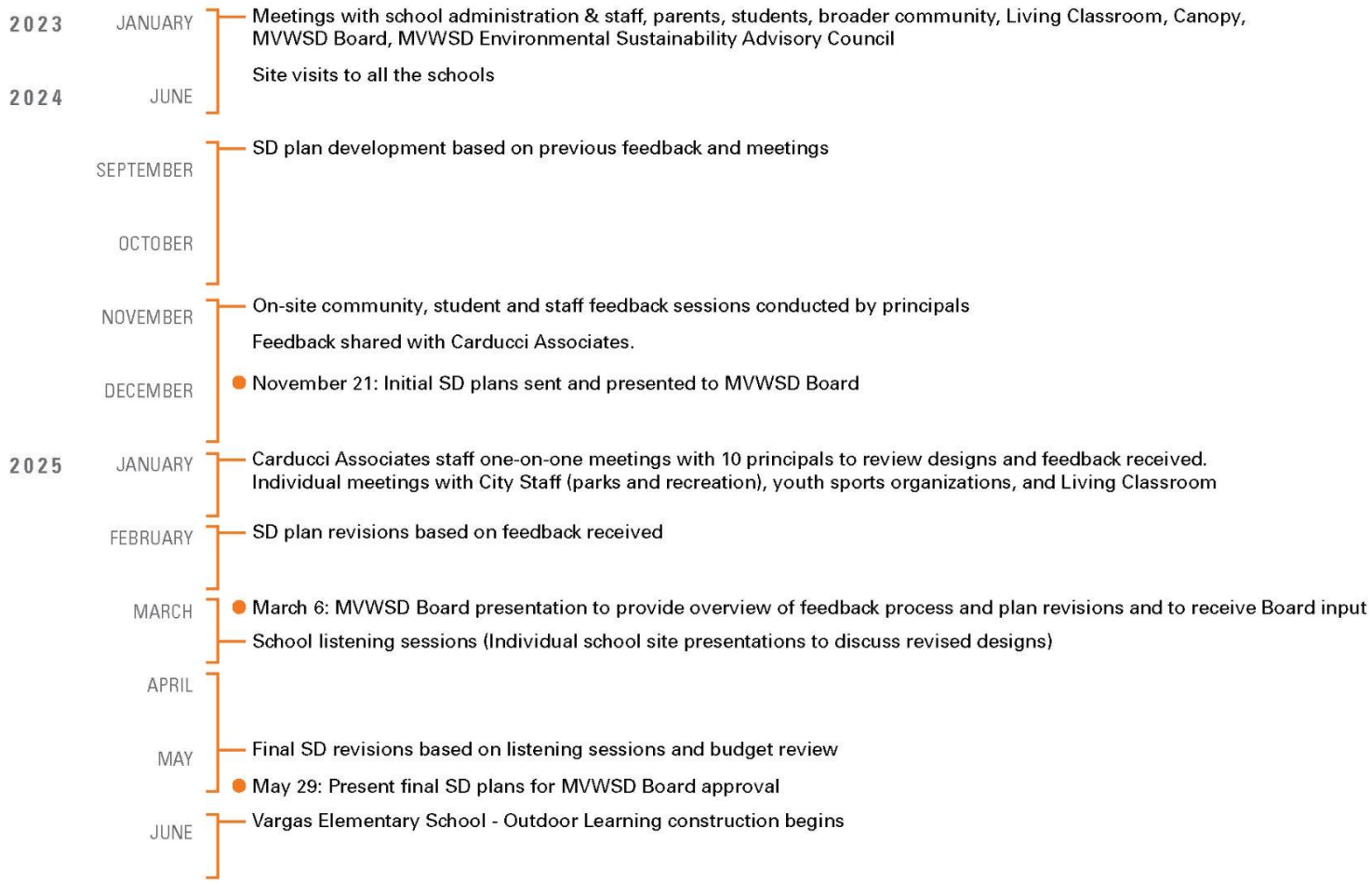
- Equitable distribution of resources that support student success.

- Goal 5a: Ensure facilities and resources equitably serve all students.

Mountain View
Whisman
School District

Final Schematic Designs For Each School

TIMELINE OVERVIEW



LISTENING SESSIONS

2025

MARCH

- 3/07/2025: Graham MS Meeting in Person (8:30-9:30am)
- 3/17/2025: Stevenson ES Meeting in Person (5-6pm)
- 3/17/2025: Crittenden MS Meeting in Person (7:15-8pm)
- 3/18/2025: Theuerkauf ES Meeting on Zoom (6:30-7pm)
- 3/19/2025: Amy Imai ES Meeting in Person (7-8pm)
- 3/25/2025: Bubb ES Meeting in Person (6:45-7:45pm)
- 3/28/2025: Landels ES in Person (8:30-9:30am)
- 3/31/2025: Castro/Mistral ES on Zoom (6-7pm)

APRIL

- 4/04/2025: Monta Loma ES Meeting on Zoom (8:15-9:15am)
- 4/09/2025: City of Mountain View Parks and Recreation Commission Meeting on Zoom (7-8pm)
- 4/16/2025: Living Classroom Meeting on Zoom (9-10am)

* Ongoing communication with Canopy, Living Classroom, Principals, and City Staff

MAY

- May 29: Present final SD plans for MVWSD Board approval

OUTDOOR LEARNING
AMY IMAI ELEMENTARY SCHOOL
MOUNTAIN VIEW, CALIFORNIA

FINAL SCHEMATIC PLAN FOR BOARD APPROVAL
MAY 29, 2025

CARDUCCI ASSOCIATES

OUTDOOR LEARNING
BENJAMIN BUBB ELEMENTARY SCHOOL
MOUNTAIN VIEW, CALIFORNIA

FINAL SCHEMATIC PLAN FOR BOARD APPROVAL
MAY 29, 2025

CARDUCCI ASSOCIATES

OUTDOOR LEARNING
CASTRO MISTRAL ELEMENTARY SCHOOL
MOUNTAIN VIEW, CALIFORNIA

FINAL SCHEMATIC PLAN FOR BOARD APPROVAL
MAY 29, 2025

CARDUCCI ASSOCIATES

OUTDOOR LEARNING
CRITTENDEN MIDDLE SCHOOL
MOUNTAIN VIEW, CALIFORNIA

FINAL SCHEMATIC PLAN FOR BOARD APPROVAL
MAY 29, 2025

CARDUCCI ASSOCIATES

OUTDOOR LEARNING
LEGEND
1 LUNCH AREA - SHADE STRUCTURE AT OUTDOOR LUNCH AREA
2 RELOCATED BIKE PARKING - RELOCATION OF BIKE PARKING AS SHOWN WITH SECURE CHAIN LINK FENCE, DOUBLE GATES AND SCREENING PLANTS AND TREES
3 GATHERING AREAS - SEATING AREAS WITH DECOMPOSED GRANITE, ROUND PICNIC TABLES, MOVEABLE FURNITURE, LOGS, BOULDERS, AND NATIVE PLANTING. SUITABLE FOR LUNCH, OUTDOOR LEARNING, AND GENERAL SOCIALIZING. SERVES AS A BUFFER AND TRANSITION FROM THE MAIN YARD TO THE LUNCH AREA
4 NATURE EXPERIENCE ZONE - EXTENSIVE NEW CANOPY TREES AROUND A CENTRAL DECOMPOSED GRANITE AREA WITH TERRACED STONE SEATING. STUMPS, LOGS, AND BOULDERS AROUND PERIMETER AS INFORMAL SEATING, BALANCING, AND TREE/PLANT PROTECTION. SUITABLE FOR PLAY, EXPLORATION, OUTDOOR LEARNING, PERFORMANCE AND MEDIUM SIZE EVENTS. BUFFERED FROM ADJACENT FIELD BY TREES AND MULCHED AREA.
5 SPORTS COURT - VOLLEYBALL STRIPING AND REMOVABLE POSTS PLUS NEW BASKETBALL STRIPING AT DEMOLISHED BIKE CAGE AREA
6 SPECIAL NEEDS YARD - IMPROVEMENTS TO EXISTING ENCLOSED AREA. POPULATION APPROPRIATE PLAY EQUIPMENT WITH SYNTHETIC TURF SURFACING. PAVED CIRCUIT WITH THERAPEUTIC ELEMENTS AND SEATING. SCREENED PERIMETER FOR PRIVACY AND CALMING. NEW TREES AND UNDERSTORY PLANTING. (FINAL DESIGN AND EQUIPMENT SELECTION TO BE COORDINATED WITH SCHOOL STAFF AND SPECIAL NEEDS SPECIALISTS)
7 OUTDOOR CLASSROOM - OUTDOOR CLASSROOM WITH TEACHING TABLE, TABLES, AND DECOMPOSED GRANITE PAVING. BUFFERED BY EXPANDED PLANTING AREA.
8 EXISTING LEARNING GARDEN - NEW SHED, TEACHING TABLE AND RAISED BEDS AT EXISTING LEARNING GARDEN.
9 SCHOOL ENTRY - NEW BENCHES FOR PICK UP/ DROP OFF WITH DECOMPOSED GRANITE PAVING AND INFILL PLANTING
10 AUDITORIUM ENTRY - SURFACE REPLACEMENT IN EXISTING AMPHITHEATER. MATERIAL TBD.
11 BASEBALL DIAMOND - NEW BENCHES AT EXISTING BASEBALL DIAMOND. (FINAL QUANTITY AND LOCATIONS TO BE COORDINATED WITH STAFF DURING DEVELOPMENT OF BID DOCUMENTS)
ITEMS BELOW ARE NOT IN CONTRACT AND SHOWN FOR REFERENCE ONLY.
12 SOCCER FIELD (80YD x 55YD FIELD SHOWN))
0 30 60 90
Castro St
Lane
OUTDOOR LEARNING
GRAHAM MIDDLE SCHOOL
MOUNTAIN VIEW, CALIFORNIA
FINAL SCHEMATIC PLAN FOR BOARD APPROVAL
MAY 29, 2025
CARDUCCI ASSOCIATES
1

OUTDOOR LEARNING LEGEND

1 NATURE PLAYGROUND - NEW PLAY EQUIPMENT SURROUNDED BY NEW TREES AND PLANTING. WOOD FIBER PLAY SURFACING. DECOMPOSED GRANITE PATHS CONNECTING TO SCHOOL YARD AND NEW WALKING LOOP. STUMPS, LOGS AND BOULDERS PROVIDE INFORMAL SEATING AND BALANCING COURSE. SCREENING HEDGE TO ADJACENT PUBLIC PLAYGROUND

2 LOOP PATH - 1/5 MILE WALKING/RUNNING LOOP. (MATERIAL SELECTION TO BE DETERMINED)

3 KINDERGARTEN YARD - NEW PLANTING AND TREES. OUTDOOR LEARNING AND GATHERING AREA WITH DECOMPOSED GRANITE AND PICNIC TABLES. SCREENING SHRUBS AROUND PERIMETER

4 PLAY AREA IMPROVEMENTS - TREES, NATURAL MATERIALS AND ADDITIONAL PLAY EQUIPMENT IN EXISTING PLAYGROUND AREA

5 LEARNING GARDEN & OUTDOOR GATHERING - IMPROVED LEARNING GARDEN AREA WITH NEW RAISED BEDS AND NATIVE PLANTING. PICNIC TABLES, TEACHING TABLE, CHALKBOARD, NATIVE PLANTING AND DECOMPOSED GRANITE PAVING. ALSO SERVES AS OUTDOOR LUNCH AREA FOR STAFF

ITEMS BELOW ARE CONTINGENT UPON ADDITIONAL FUNDING FROM THE SCHOOL COMMUNITY.

6 SHADE TO EXISTING PLAY AREA

7 REPAIRS AND/OR UPGRADES TO EXISTING KINDERGARTEN PLAY STRUCTURE

ITEMS BELOW ARE NOT IN CONTRACT AND SHOWN FOR REFERENCE ONLY.

8 NEW BATHROOM BUILDING

9 POSSIBLE FUTURE RELOCATION OF BASEBALL DIAMOND

10 SOCCER FIELD (80YD x 55YD FIELD SHOWN)

OUTDOOR LEARNING
LANDELS ELEMENTARY SCHOOL
MOUNTAIN VIEW, CALIFORNIA

FINAL SCHEMATIC PLAN FOR BOARD APPROVAL
MAY 29, 2025

CARDUCCI ASSOCIATES

OUTDOOR LEARNING
LEGEND
1 SPECIAL NEEDS YARD - EXPANSION AND IMPROVEMENTS TO EXISTING ENCLOSED AREA. POPULATION APPROPRIATE PLAY EQUIPMENT WITH SAFETY SURFACING. ADJACENT DECOMPOSED GRANITE AREAS WITH THERAPEUTIC SENSORY ELEMENTS AND SEATING. ADDITION OF FENCING TO INCORPORATE ENCLOSED TRICYCLE CIRCUIT. (FINAL DESIGN AND EQUIPMENT SELECTION TO BE COORDINATED WITH SCHOOL STAFF AND SPECIAL NEEDS SPECIALISTS DURING DEVELOPMENT OF BID DOCUMENTS.)
2 KINDER YARD - ENHANCED KINDER YARD WITH LAWN, NATIVE PLANTING, SCREENING HEDGE AND NATURE ZONE OF ENGINEERED WOOD FIBER WITH STUMP, LOGS, AND BOULDERS BALANCING COURSE ALONG PERIMETER. REMOVE LAWN UNDER EXISTING LARGE TREES TO PROVIDE ENGINEERED WOOD FIBER AND BOULDERS FOR SEATING AND GATHERING OPPORTUNITIES, AND RAISED BEDS IN DECOMPOSED GRANITE.
3 LEARNING GARDEN - REMOVAL OF LAWN AND FLATTEN AREA FOR RELOCATED AND IMPROVED LEARNING GARDEN WITH RAISED BEDS, PICNIC TABLES, TEACHING TABLE AND CABINET, CHALKBOARD, SHED, NATIVE PLANTING AND DECOMPOSED GRANITE PAVING (FINAL DESIGN TO BE COORDINATED WITH STAFF AND LIVING CLASSROOM DURING DEVELOPMENT OF BID DRAWINGS)
4 OUTDOOR CLASSROOM - REMOVAL OF FENCE AND EXPANDED AREA ADJACENT TO HARDCOURTS FOR OUTDOOR CLASSROOM WITH FLAGSTONE PAVING, PICNIC TABLES, CHALKBOARD, BENCHES, BOULDERS, AND STUMPS IN DECOMPOSED GRANITE. NEW SHADE TREES WITH NATIVE PLANTING.
5 EXISTING PLAYGROUND - REMOVAL OF ASPHALT FOR EXPANDED ROOT ZONE OF EXISTING TREES. PICNIC TABLES RELOCATED IN DECOMPOSED GRANITE TO PROVIDE EXPANDED NATURE PLAY OPPORTUNITIES WITH STUMPS, LOGS, BOULDERS, AND OTHER ELEMENTS FOR BALANCING, GATHERING AND EXPLORATION, INCLUSION OF NEW PLAY COMPONENTS AND INSTALLATION OF COMPLIANT CONCRETE ACCESS RAMP IN EXISTING PLAYGROUND. (FINAL EQUIPMENT SELECTION TO BE COORDINATED WITH SCHOOL STAFF DURING DEVELOPMENT OF BID DOCUMENTS)
6 SCHOOL FRONTAGE - SEATING AREAS FOR PICK-UP/ DROP-OFF WITH DECOMPOSED GRANITE,FLAGSTONE PAVING AROUND EXISTING FOUNTAIN WITH NATURAL SEATING ELEMENTS LIKE BOULDERS, LOGS AND STUMPS. NEW SHADE TREE AND NATIVE PLANTING
7 EVENT STAGE - REMOVAL OF LAWN FOR FLUSH WOOD DECK SURROUNDED BY SEMI CIRCLE OF LOGS, STUMPS, BOULDERS, AND PICNIC TABLES FOR SEATING IN DECOMPOSED GRANITE FOR PERFORMANCES, GATHERING AND MINDFULNESS. ADDITION OF TREES, NATIVE PLANTING AND RESTORED LAWN.
8 NATURE PLAY & SCREENING - NEW TREE CANOPY AND SCREENING HEDGE ADJACENT TO FENCE. ADDITION OF ENGINEERED WOOD FIBER, STUMPS AND LOGS UNDER EXISTING REDWOODS FOR PLAY, AND GATHERING.
ITEMS BELOW ARE NOT IN CONTRACT AND SHOWN FOR REFERENCE ONLY
9 SOCCER FIELD - 80 X 40 YARD FIELD OUTLINE SHOWN FOR REFERENCE
0
30
60
90
OUTDOOR LEARNING
MONTA LOMA ELEMENTARY SCHOOL
MOUNTAIN VIEW, CALIFORNIA
FINAL SCHEMATIC PLAN FOR BOARD APPROVAL
MAY 29, 2025
CARDUCCI ASSOCIATES
1

OUTDOOR LEARNING
STEVENSON ELEMENTARY SCHOOL
MOUNTAIN VIEW, CALIFORNIA

FINAL SCHEMATIC PLAN FOR BOARD APPROVAL
MAY 29, 2025

CARDUCCI ASSOCIATES

OUTDOOR LEARNING LEGEND

1. OUTDOOR CLASSROOM - PICNIC TABLES WITH UMBRELLAS TO ACCOMMODATE 36 STUDENTS, DECOMPOSED GRANITE, AND INCREASED TREE CANOPY.
2. EXISTING NATURE ZONE - MAINTENANCE TO EXISTING DECOMPOSED GRANITE FOR NATURE WALK AND DRY CREEK BED. GATHERING/ PERFORMANCE SPACE WITH FLAGSTONE PAVER STAGE AND DECOMPOSED GRANITE SEATING AREA WITH NATURAL SEATING ELEMENTS SUCH AS LOGS, BOULDERS, AND STUMPS. (FINAL DESIGN TO BE COORDINATED WITH STAFF AND LIVING CLASSROOM DURING DEVELOPMENT OF BID DRAWINGS)
3. NATURE PLAY AREAS - ADDITION OF NATURE AND SENSORY PLAY AREA WITH TREES ADJACENT TO EXISTING PLAY STRUCTURES. STUMPS AND LOG BALANCING PERIMETER WITH SENSORY TABLES AND WALLS WITH ENGINEERED WOOD FIBER SURFACING.
4. PRE/TK-YARD - OUTDOOR CLASSROOM WITH PICNIC TABLES TO ACCOMMODATE 48 STUDENTS IN DECOMPOSED GRANITE, WITH SHADE TREES NATIVE PLANTING AND PAINTED ASPHALT PAVING. WATER PLAY ZONE WITH NEW CONCRETE PAVING. (FINAL SELECTION OF WATER PLAY TO BE BY STAFF DURING DEVELOPMENT OF BID DRAWINGS)
5. LEARNING GARDEN - IMPROVED LEARNING GARDEN AREA WITH NEW RAISED BEDS, PICNIC TABLES TO ACCOMMODATE 36 STUDENTS, TEACHING TABLE, AND CHALKBOARD, IN DECOMPOSED GRANITE PAVING.
6. PHYSICAL COMFORT ZONE - TREE GROVE WITH DECOMPOSED GRANITE, NATURAL SEATING ELEMENTS AND NATIVE PLANTING. IMRPOVEMENTS TO TETHERBALL PLAY AREAS.
7. MAIN YARD PAINTING - PAINTING OF EXISTING ASPHALT BASKETBALL COURTS AND ADDITION OF AFFIRMATION WALKS.
8. MAIN YARD SEATING - SEATING AREA WITH NEW TREES AND NATIVE PLANTING.
9. CONCRETE COLUMNS - PAINTING TO BASE AND ON EXISTING CONCRETE COLUMNS WITH MINDFULNESS AND AFFIRMATION SAYINGS.
10. PRE/TK-YARD PLAY STRUCTURE - NEW PLANTING AND TREES AROUND EXISTING PLAY STRUCTURE.
11. SCHOOL FRONTAGE - SEATING AREAS FOR PICK-UP/ DROP-OFF WITH DECOMPOSED GRANITE, BENCHES, NEW TREES, AND NATIVE PLANTING.

OUTDOOR LEARNING
THEUERKAUF ELEMENTARY SCHOOL
MOUNTAIN VIEW, CALIFORNIA

FINAL SCHEMATIC PLAN FOR BOARD APPROVAL
MAY 29, 2025

CARDUCCI ASSOCIATES

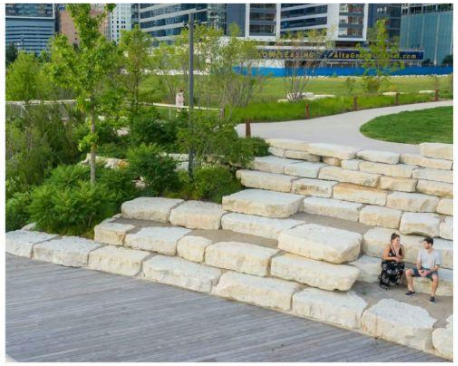
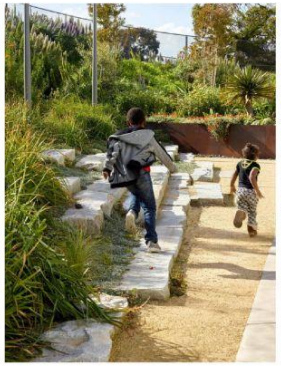
OUTDOOR LEARNING

MOUNTAIN VIEW, CALIFORNIA

CONCEPT IMAGERY

MAY 29, 2025

CARDUCCI ASSOCIATES

NEXT STEPS: CONSTRUCTION DOCUMENTS & DSA SUBMITTAL

• Construction Documents (DSA Projects)	June-September 2025
• DSA Registration	August 2025
• DSA Review	October 2025 - January 2026
• Construction Documents (Non-DSA)	October 2025 - January 2026
• DSA Backcheck & Approval	January 2026
• Bidding	February 2026
• Preconstruction	April - May 2026
• Construction Phase 1	Summer/Fall 2026
• Construction Phase 2 (Possible)	Summer/Fall 2027*

* Two phases may be needed based on summer school needs

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Action) Bylaws for MVW Residences Corporation

Estimated Time:

Person Responsible:
Jeff Baier, Superintendent
Peter Ingram, District Housing Consultant
Rebecca Westover, Chief Business Officer

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.
At the April 24 regular meeting of the Board of Trustees:

- Approved Resolution No. 06-042425 Approving the Formation of a Non-Profit Corporation to Govern Staff Housing at 699 N. Shoreline Blvd. (MVW Residences Corporation - or "Corporation")
- Approved Articles of Incorporation
- Discussed and gave direction - Bylaws of the Corporation

For the Board's consideration the Bylaws have been revised to respond to Trustees questions and comments on April 24.

Fiscal Implication:
Legal Counsel costs associated with processing application documents with the Federal and State Governments.

Recommended Action:
Staff recommends that the Board Approve the Bylaws of MVW Residences Corporation as revised and presented.

ATTACHMENTS:

Description	Type	Upload Date
Presentation	Backup Material	5/22/2025
Revised Bylaws	Backup Material	5/22/2025
Redlined Revised Bylaws	Backup Material	5/23/2025

Mountain View
Whisman
School District

Staff Housing Project

May 29, 2025

Mountain View
Whisman
School District

Formation of a Non-Profit Corporation to Govern Staff Housing

(Cont. from April 24)

Discussion and Action

- **Agenda Item Title:** (Action) Approve the Bylaws of MVW Residences Corporation

- **Recommended Action:** Staff recommends that the Board Approve the Bylaws of MVW Residences Corporation as revised and presented.

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.

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

Highlights of Document for Action

- Revisions to Bylaws of Corporation
  - Article I, Section 1 – Purposes:
    - ✔ Add clarifier that the District owns the affordable housing.
  - Article V, Section 3 – Authorized number and qualifications of Directors:
    - ✔ Reduce number of Directors from MVWSD from 3 to 2.
    - ✔ Increase number of Directors with expertise in real estate development, affordable housing, asset management, accounting, or related professions to minimum of 3 and maximum of 5.

Highlights of Document for Action

- Revisions to Bylaws of Corporation
  - Article V, Section 12 – Board President's Authority to Act:
    - ✔ Add clarifier that if needed, the Board President's actions to protect or preserve assets shall include District and/or Corporation assets, since the District shall own the staff housing.

Highlights of Document for Action

- Revisions to Bylaws of Corporation
  - Article IX, Section 1 – President's Responsibilities:
    - ✔ Add language asserting the responsibility to establish and maintain a routine, written reporting protocol to the District Superintendent, and
    - ✔ Provide periodic updates to the Board of Trustees.
  - Article IX, Section 4 – Treasurer
    - ✔ Add clause providing the District CBO the opportunity to facilitate a designee to serve as corporate Treasurer.

Highlights of Document for Action

- Revisions to Bylaws of Corporation
  - Article IX, Section 5
    - ✔ Delete “Chief Executive Officer” and add instead “Executive Director (ED)”
    - ✔ Add provision that the ED may be a District staff member or a contractor
    - ✔ Clarify key responsibilities of the role, consistent the general powers and duties of management usually vested in the office of a nonprofit corporation ED.

Recommended Action

Staff recommends that the Board Approve the Bylaws of MVW Residences Corporation as revised and presented.

Mountain View
Whisman
School District

Next Steps

Roadmap for Implementation of the MVW Residences Corporation

1.	Board of Trustees passes Resolution, approves Articles	Done 4/24
2.	District solicits candidates for MVW Residences Corporation board	Started 4/25
3.	File the Articles of Incorporation Secretary of State approves Articles of Incorporation	Done 5/01-13
4.	Obtain an employer identification number	Done 5/13
5.	**Board of Trustees considers approval of Bylaws**	**5/29**
6.	Board of Trustees considers appointment of Corporation board members	6/12
7.	Convene the first MVW Residences Corporation board meeting	By 7/15
8.	Apply for federal tax exemption with the Internal Revenue Service (IRS Form 1023) and receive a determination letter	By 7/15
9.	File the initial registration form (Form CT-1) with the California Attorney General's Registry of Charities and Fundraisers	By 7/15

REVISIONS MARK-UP

2025-05-29

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 District-owned 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) Not less than three (3) and not more than five (5) 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 District and/or 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. The President shall establish or cause to be established and maintain or cause to be maintained a routine written reporting protocol to the District Superintendent, as well as periodic updates to the District's Board of Trustees.

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, or her/his designee duly elected to the Board under the provisions of these Bylaws, 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. Executive Director

The Executive Director (ED) may be a District Staff member or a contractor, and in addition to providing administrative support to the Board, 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 executive director of a nonprofit 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

REVISIONS MARK-UP

2025-05-29

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 District-owned 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)~~three (3) and not more than ~~four (4)~~five (5) 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 District and/or 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. The President shall establish or cause to be established and maintain or cause to be maintained a routine written reporting protocol to the District Superintendent, as well as periodic updates to the District's Board of Trustees.

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, or her/his designee duly elected to the Board under the provisions of these Bylaws, 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~~Executive Director

The ~~Chief Executive Officer~~Executive Director (ED) ~~(CEO) shall~~ may be a District Staff member or a contractor, and in addition to providing administrative support to the Board, 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~~executive director of a nonprofit 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

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Action) California School Board Association Service Agreements

Estimated Time:

Person Responsible: Jeffrey Baier, Interim Superintendent

Background:
Mountain View Whisman School District is undertaking an important transition to modernize how Board meetings and policies are managed. With the current meeting platform (Novus) being phased out and policy updates still tracked manually, the District is evaluating more efficient, user-friendly solutions to meet evolving transparency and governance needs.

The Need for Change

- **Meetings**: The sunsetting of Novus leaves the District in need of a replacement that allows more flexibility in agenda formatting without reliance on customer service. The increasing number of Board-reporting committees and community interest in transparency require a consistent, accessible solution for sharing agendas and materials.
- **Policies**: Manual tracking of policies via spreadsheets poses version control risks and public-facing errors. Policy audits initiated last year highlighted the need for a streamlined system. With a newly established Policy Committee and growing Board involvement, the demand for a structured, integrated policy platform has increased.

Evaluation of Options
Several platforms were assessed:

- **Board Docs by Diligent Community**: $11,800 annually
- **Peak Agenda by Granicus**: $12,526 in year one; $5,300 annually thereafter (Granicus is replacing the company, Novus)
- **Gamut Meetings/Policies by CSBA**: $17,900 in year one; $7,300 annually thereafter

Gamut emerged as the most aligned with district needs due to its integration with the CSBA-supported Policy Plus module and strong policy development tools from the organization that produces policies — CSBA. Many neighboring districts, including Los Altos SD and Sunnyvale SD, currently use Gamut.

Next Steps
A summer policy workshop will serve as a critical milestone in onboarding the new system and training staff. Commitment across departments will be essential during this transition phase to ensure a smooth implementation.

Cost Summary

- Meetings: $5,250 annually
- Policy Plus: $3,280 annually
- Policy Development Workshop: $10,100 (one-time)
- ***Total year one cost*: $18,630**
- ***Ongoing annual cost*: $8,530**
- (Note: The District already subscribes to Gamut Policy for $3,100 annually.)

Fiscal Implication:
Not to exceed $19,000 for 2025
Not to exceed $9000 for 2026

Recommended Action:
It is recommended that the Board of Trustees approve the California School Board Association GAMUT Service Agreement, as presented.

ATTACHMENTS:

Description	Type	Upload Date
CSBA Service Agreements	Backup Material	5/22/2025

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: (Approved Vendor) California School Board Association (CSBA) Services Agreements

***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:
  - ☒ 3 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:	May 21, 20 25	Date:	May 21, 20 25
Print Name:	Shelly Hausman	Print Name:	Jeffrey Baier
Print Title:	Public Information Officer	Print Title:	Superintendent

For Department:

Checklist not required for school sites

CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT

This Agreement is entered by and between the California School Boards Association ("CSBA") and Mountain View Whisman School District of California ("Subscriber") for the use of CSBA's GAMUT services in accordance with the terms and conditions contained herein. This Agreement shall become effective ("the Effective Date") upon the execution and delivery hereof by the parties hereto.

1. Term and Renewal. CSBA shall provide the services described in this Agreement on an annual basis from July 1st to June 30th. This Agreement shall commence as of the Effective Date and shall continue in effect until June 30th of the same year (such initial term referred to in this Agreement as the "Initial Term"). THEREAFTER, THE TERM OF THE AGREEMENT SHALL BE AUTOMATICALLY RENEWED ANNUALLY FOR ADDITIONAL ONE (1) YEAR TERM FROM JULY 1st to JUNE 30th (referred to in this Agreement as a "Renewal Term") UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM HEREOF.

2. Grant of License. Subject to the TERMS OF SERVICE and PRIVACY NOTICE located at https://simbli.eboardsolutions.com/termsofservice.pdf and https://eboardsolutions.com/privacy-statement/, Subscriber is hereby granted a non-exclusive, non-transferable, non-assignable, non-sub-licensable license to access GAMUT (the "Service") through the website provided by CSBA (the "Site"). All rights not specifically granted to Subscriber by this Agreement are reserved to CSBA.

3. Fees. For the license, Service, and training and support received pursuant to this Agreement, Subscriber agrees to pay CSBA the annual fees and set-up conversion fees described in Attachment A. Fees are calculated on annual fiscal year periods, pro-rated for a July 1 renewal, that begin on the subscription start date and each fiscal year anniversary thereof; therefore, Fees for subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. To renew this Agreement after the Initial Term, Subscriber shall pay the applicable annual fee, in full. CSBA reserves the right to withhold or cancel access to GAMUT if said fees are not paid within 60 days of Subscriber's receipt of an invoice from CSBA.

4. User Accounts. Subscriber is authorized to create an unlimited number of user accounts for its employees and officers. Subscriber is responsible for creating user accounts, determining access levels for each user, and informing all users of their obligations and responsibilities pursuant to this Agreement and the Terms of Service. Subscriber shall take reasonable measures to prevent unauthorized access to the Service, including protecting usernames, passwords and other log-in information.

5. Training and Technical Support. All logged in users of the Service will have 24/7/365 access to the online user guide, including the Knowledge Base and Training Webinars and Videos. Additional training materials, webcasts and videos may be available through CSBA. Upon receipt of this signed Agreement, when applicable, CSBA will contact Subscriber to set up Subscriber's Site and to schedule any applicable training. Upon request, CSBA may provide onsite training at the Subscriber's facility, subject to any training fees described in Paragraph 3 and Attachment A of this Agreement. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training. CSBA will provide timely support to Subscriber for the Service. CSBA shall not be responsible for supporting network, infrastructure, computing devices, or any third-party software applications installed on Subscriber's devices.

6. Proprietary Rights. Subscriber acknowledges that the Service, the Site, and all software and intellectual property used to create or maintain the Service or the Site confidential and constitute trade secrets and proprietary information. Subscriber has a right to access Subscriber's information hosted or stored on the Service, but acknowledges and agrees that it holds no proprietary rights related to the

Service or the Site. Any documents or files created by Subscriber on or uploaded by Subscriber to the Site belong to Subscriber, and Subscriber may use them as it sees fit, subject to applicable state and federal law and local policy. Subscriber agrees not to:

(a) Modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services except to the extent that enforcement of the foregoing restriction is prohibited by applicable law;

(b) Circumvent any user limits or other timing, use or functionality restrictions built into the Services;

(c) Remove any proprietary notices, labels, or marks from the Services (except to the extent Reseller is so permitted to for the purposes of re-branding the Services);

(d) Frame or mirror any content forming part of the Services; or

(e) Access the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services that are established as intellectual property or proprietary information; or to authorize or attempt to do any of the foregoing. Subscriber agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, use or transfer of the license or any right granted thereby, including permitting the use or dissemination of documentation related to the Service, to any other party, either during the term of this Agreement or at any time thereafter.

7. Data and Records. CSBA has no responsibility or liability for the accuracy of documents, files, data, or information uploaded to the Service or provided by Subscriber or Subscriber's users. For the duration of this Agreement, CSBA agrees to take reasonable steps to preserve and protect Subscriber information uploaded to the Service. For as long as Subscriber continues to subscribe to the Service, CSBA agrees to store Subscriber's data. CSBA may delete all of Subscriber's stored information ninety (90) days after the termination of this Agreement. Upon request by Subscriber made within ninety (90) days after the effective date of termination or expiration of the Service, CSBA will make available to Subscriber an export of Subscriber's data in a format determined by CSBA at no fee, or in a format requested by the Subscriber for a mutually agreed-upon fee not to exceed the additional cost of exporting to the requested format. After such ninety (90) day period, CSBA shall have no obligation to maintain or provide any of such Subscriber data and thereafter, unless legally prohibited, may delete all of such data on the Site systems or otherwise in CSBA's possession or under CSBA's control.

Subscriber acknowledges that documents, data, and information uploaded to the Service are not an official record and acknowledges its responsibility to create an archive of such materials when Subscriber desires them to serve as official Subscriber records. Subscriber agrees not to hold CSBA liable for any damage to, any deletion of, or any failure to store Subscriber information. CSBA is not the custodian of Subscriber's records for any purpose and will direct any third-party request for Subscriber's information or records to Subscriber. In the event Subscriber records are requested pursuant to a lawfully issued subpoena or court order, to the extent possible, CSBA agrees to inform Subscriber prior to responding.

Notwithstanding the provisions of this Agreement, CSBA may access, compile, record and/or distribute statistical analyses and reports utilizing aggregated data derived from information and data related to Subscriber's use of the Service.

8. Warranty. CSBA warrants that the Service will work in substantial accordance with purposes expressed in the Grant of License clause above. CSBA provides no other warranty of any kind, either

express or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, accuracy, and fitness for a particular purpose. Subscriber assumes all responsibility to provide and upgrade any hardware, computer operating system and/or software required to access GAMUT. CSBA does not warrant that functions contained in GAMUT will meet Subscriber's business requirements or that the operation of the service will be uninterrupted or error free.

9. Limit of Liability. IN THE EVENT OF A BREACH OF THIS AGREEMENT OR THE WARRANTY STATED ABOVE, SUBSCRIBER'S DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE ANNUAL FEE PAID BY LICENSEE FOR THE CURRENT YEAR. IN NO EVENT SHALL CSBA BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS AND/OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSSES) ARISING FROM THE USE OR INABILITY TO USE GAMUT OR THE SERVICE. SUBSCRIBER AGREES THAT DAMAGES DESCRIBED IN THIS PARAGRAPH ARE A REASONABLE ESTIMATION OF ANY LOSS SUBSCRIBER MAY SUFFER AND DO NOT CONSTITUTE A PENALTY.

10. Termination. This Agreement may be terminated by either party by giving the other party 60 days written notice. CSBA may also terminate this Agreement if Subscriber breaches any provision of this Agreement. If termination results from Subscriber's breach, then the annual fee, or any portion thereof, will not be refunded by CSBA. If termination results from Subscriber's written request, CSBA shall refund the pro rata portion of the annual fee for the balance of the fiscal year (July 1 - June 30) outstanding at the date of such termination. Termination for Subscriber's breach shall not alter or affect CSBA's right to exercise any other remedies available in law or equity for the breach.

11. Compliance with Laws. Subscriber is solely responsible for complying with state and federal laws, including the Americans with Disabilities Act of 1990 and those laws pertaining to open meetings and public information, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act.

12. Indemnification and Duty to Defend. Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever imposed on, asserted against, incurred or suffered by the other party, or its directors, officers, employees, agents or representatives by reason of damage, loss or injury (including death) to persons or property resulting in any way from (a) any negligent or intentional act by it or any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder; or (b) any neglect, omission or failure to act when under a duty to act on its part or the part of any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder.

It is expressly understood and agreed that in any third-party action to obtain Subscriber's records from CSBA which is opposed by Subscriber, any cost to CSBA in opposing the request, including, but not limited to, attorney's fees and costs, shall be paid by Subscriber. It is also expressly understood and agreed that no personal liability whatsoever shall attach to any member of CSBA's Board of Directors, or to any of the officers, employees, agents or representatives thereof, by virtue of this Agreement.

13. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CSBA and Subscriber.

14. Modification. The scope of work and any other terms of this Agreement may be modified only by a written agreement signed by both parties.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions as regards to the subject matter hereof and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

California School Boards Association	Mountain View Whisman Sc
_____	_____
Tezeta Stewartz	Signature
Senior Director	
Policy & Governance Technology	_____
	Printed Name
5/6/25	
_____	_____
Date	Title
	_____
	Date

CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT

ATTACHMENT A

Subscriber is contracting for the Services and GAMUT Modules described in this Attachment. This Attachment may be updated to add or remove the specific GAMUT Modules that Subscriber is contracting for. By signing this Attachment Subscriber agrees to pay the fees described herein pursuant to the terms this Agreement. Any pro-rated reduction in fees or discounts will be indicated on the invoice. Annual subscriptions may be subject to change and services shall automatically renew unless either party gives written notice of non-renewal to the other party in accordance with the terms of this Agreement.

1. Annual Subscriptions. Subscriber agrees to pay the following annual fees for modules provided through GAMUT:

Module	Annual Fee
GAMUT Policy	$3,160 (existing service)
GAMUT Policy *Plus*	$3,280 (new service)
GAMUT Meetings	$5,250 (new service)
GAMUT Documents	
GAMUT Communications	

GAMUT Policy provides Subscriber with online access to CSBA's Sample Policy Manual, including sample policies, regulations, bylaws, and exhibits and links to related policy resources. The sample policies, regulations, bylaws, and exhibits to which Subscriber is given access are CSBA's proprietary materials, they are provided for the Subscriber's sole use, and may not be transmitted, reproduced, or distributed to others, in whole or in parts, without CSBA's prior written consent. By signing this Attachment Subscriber agrees not to share or reproduce CSBA's Sample Policy Manual or to use any part thereof in any training or presentation without CSBA's prior written consent. Subscriptions to GAMUT Policy without GAMUT Policy Plus or GAMUT Meetings do not include and individual Subscriber Site. Subscribers to GAMUT Policy may access CSBA's Sample Policy Manual through CSBA's GAMUT site. A link to the site and user accounts will be provide upon execution of this Agreement.

The CSBA Sample Policy Manual is intended as a resource for school districts and county offices of education for use in developing their own policy manuals and is not intended as a substitute for legal advice nor are they intended for exact replication. The subscriber is wholly responsible for reviewing, editing, and revising sample policy documents for local adoption. CSBA cautions subscribers to seek the advice of legal counsel when confronted with legal questions or situations requiring legal advice. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing Subscriber's specific legal situations. CSBA's samples reflect current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees.

GAMUT Policy Plus provides subscribers access to a technology platform that enables Subscriber to host Policy Manual. As a condition of subscription to Gamut Policy Plus, subscribers to Gamut Policy Plus must also maintain a current GAMUT Policy subscription. The subscriber is authorized to create user accounts for its employees and board members. Users may manage the creation, upload, and publishing of updated policies on behalf of Subscriber's governing body or any related committee or subcommittee. GAMUT Policy Plus subscribers also have access to CSBA Policy Manual Consultants during regular CSBA business hours for assistance with policy issues relating to the CSBA Sample Policy Manual, any updates to the CSBA Sample Policy Manual. Consultation may include: (a) suggestions regarding editing, use and placement of policies within Subscriber's local policy manual, and/or (b) review of and suggestions regarding proposed policies, regulations and bylaws that are unique to the Subscriber. Consultation does not include drafting original policy language for the Subscriber. CSBA Policy Manual Consultants do not provide legal advice. Suggestions and advice from CSBA Policy Manual Consultants is not intended to be and is not a substitute for advice from legal counsel. GAMUT Policy Plus who are also clients of CSBA's District and County Office of Education Legal Services (Legal Services) program may, subject to the terms and conditions of their Legal Services agreement, consult Legal Services attorneys for legal advice and

custom policy writing. CSBA controls the "codification" of policies related to CSBA's Sample Policy Manual and reserves the right change the policy number and/or title of any policy related to CSBA's Sample Policy Manual in GAMUT.

GAMUT Meetings provides subscribers access to a technology platform that enables Subscriber to create meeting agendas, attach or link supporting documents, record minutes and publish agenda items for public viewing. The subscriber is authorized to create user accounts for its employees and board members. Users may manage the creation, uploading and publishing of meeting agendas, minutes, and related documents on behalf of Subscriber's governing body or any related committee or subcommittee.

GAMUT Documents provides a central repository for Subscribers to store important documents on their GAMUT sites and to set permissions to allow specified users to access exactly what they need while keeping sensitive data secure. Users can create folders to classify and manage documents; upload multiple file types, including Word, Excel, PowerPoint, PDF or graphic files; set folder and file permissions for either public or private access; and create folder or file level alerts to be notified when new files are added.

GAMUT Communication adds news, calendar, and resource features to Subscriber's GAMUT website. The News tab allows subscribers to create news types for public or private sharing of information to GAMUT users based on their permission settings. The Calendar tab allows for posting of important dates including meetings, board activities or other events. Calendars can be Public or Private and can be linked to meeting agendas in GAMUT Meetings. Resource links may be used to allow direct, easy access to external sites that are frequently referenced or relevant to the Subscriber's organization.

2. Training and Set Up Fees. Subscriber agrees to pay the following fees for the set up their GAMUT site and individual onsite training:

Site Set Up Fee[1]	$500
On Site Training Fee[2]	
Conversion Fee	

California School Boards Association

Tezeta Stewartz
Senior Director
Policy & Governance Technology Services

5/6/25
Date

Signature

Printed Name

Title

Date

[1] Site setup fees do not include any data conversion. Separate charges for data conversion may apply. CSBA will consult with Subscriber before any such charges are incurred.

[2] On Site Training fees do not include plus the cost of the CSBA trainer's travel expenses. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training.

CALIFORNIA SCHOOL BOARDS ASSOCIATION
POLICY DEVELOPMENT WORKSHOP AND
POLICY MANUAL DEVELOPMENT AGREEMENT

This Policy Development Workshop Agreement (Agreement) is entered into between the California School Boards Association ("CSBA") and Mountain View Whisman School District of Mountain View**,** California (District/COE) shall become effective ("the Effective Date") upon the execution and delivery hereof by the parties hereto.

WHEREAS CSBA is a statewide membership association for California school districts and county offices of education;

WHEREAS District/COE is a member of CSBA and a GAMUT Policy subscriber;

WHEREAS CSBA has developed, and as necessary, updates, a CSBA Sample Policy Manual, including sample policies, regulations, bylaws, and exhibits, based on applicable state and federal law;

NOW THEREFORE, CSBA and District in consideration of the covenants herein contained, and other good and valuable consideration, agree as follows:

1. CSBA Responsibilities. CSBA agrees to facilitate a Policy Development Workshop and assist District/COE with developing a local policy manual by doing the following:

(a) Provide access to the CSBA Sample Policy Manual via CSBA's GAMUT website;

(b) Provide a CSBA Policy Manual Consultant to facilitate a Policy Development Workshop for a period of up to three (3) consecutive days at either a location provided by District/COE if the workshop is to be facilitated in person, or by video conference if the workshop is to be facilitated remotely;

(c) Provide guidance in the selection of policies, regulations, bylaws, and exhibits from the CSBA Sample Policy Manual for District/COE to revise, through edits and the incorporation of current District/COE policies and practices, for the purpose of creating a local policy manual that reflects the philosophy, goals, objectives and mandates of District/COE;

(d) Provide District/COE with consulting, word processing, editing, and proofreading required to produce a draft copy of the local policy manual for adoption by the District/COE governing board;

(e) Provide District/COE with consulting, word processing, editing, and proofreading required to produce a final draft of the local policy manual, after adoption by the District/COE governing board; and

(f) Provide District/COE, either through GAMUT (if District/COE subscribes to GAMUT Policy Plus) or as PDF formatted documents, an electronic copy of the final draft of the local policy manual adopted District/COE governing board.

2. District/COE Responsibilities. To ensure the timely production of a final draft of the local policy manual, District/COE agrees to the following:

(a) Within 1 year of the execution of this agreement, schedule and complete the Policy Development Workshop. The parties may mutually agree to extend this time subject to any applicable increases in CSBA's fee schedule for Policy Development Workshops;

(b) Unless the workshop will be conducted remotely, provide physical space to host the Policy Development Workshop;

(c) Review CSBA's Sample Policy Manual and District/COE's existing policy manual and, as appropriate, select, edit, and revise applicable policies, regulations, and bylaws to incorporate into a local policy manual that reflects District/COE philosophy and practices;

(d) Identify any areas where District/COE lacks policies or has insufficient policies, and, as appropriate, create new policy or select and revise applicable policies from CSBA's Sample Policy Manual for compliance with current state and federal laws and regulations and incorporation into the local policy manual to be adopted by the District/CEO governing board;

(e) Review policies for consistency with current state and federal laws and, when applicable, District/COE's collective bargaining agreements;

(f) Within 90 days of the Policy Development Workshop described in section 1(b), above, provide CSBA with necessary documents, edits, and revisions required to produce the draft copy of the local policy manual; and

(g) Within 120 days of receiving the draft copy of the local policy manual, provide CSBA with necessary documents, edits, and revisions required to produce the final local policy manual as adopted by the District/COE governing board.

3. Fees and Payment. District/COE agrees to pay CSBA the sum of $10,105.00 for the services described under this Agreement. District/COE also agrees to reimburse CSBA for the travel expenses and direct costs incurred as a result of the workshop, including expenses for transportation, lodging, food, and shipping costs, if any. Reimbursement for mileage and meals shall be at the IRS rates in effect on the date of travel. Lodging and other costs, excluding personal expenses, shall be reimbursed in their entirety. Reasonable lodging accommodations shall be selected and booked by CSBA. In addition to the three (3) days described in section 1(b), above, District/COE may request additional onsite consultation at a rate of $100 per hour. District/COE agrees to pay CSBA for any additional costs or travel expenses for additional onsite consultation. Payment for the services and fees described in this Agreement shall be due in full upon receipt of invoice from CSBA following the completion of the Policy Development Workshop.

4. Proprietary Rights. The CSBA Sample Policy Manual and all copies of CSBA's sample policies, regulations, bylaws, and exhibits, including electronic, digital, or other data storage device containing such materials, as well as the materials made available through CSBA's GAMUT website are provided for District/COE's sole use, and they may not be transmitted, reproduced, or distributed to others, in whole or in part, without CSBA's prior written consent.

5. Disclaimer of Warranty. District/COE acknowledges that by providing the services described in this Agreement, CSBA, its employees, agents, representatives and consultants are neither acting as District's legal counsel nor providing legal advice or counsel. CSBA sample policies, administrative regulations, bylaws, and exhibits are provided as a resource for school districts and county offices of education in developing their local policy manual and are not intended for exact replication, or as a substitute for legal advice. CSBA's sample policies are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees. Although CSBA 's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed,

they contain no warranty as to their sufficiency for addressing District/COE's specific circumstances or individual situations that may arise. District/COE is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

6. Limit of Liability. IN THE EVENT OF A BREACH OF THIS AGREEMENT OR THE WARRANTY STATED ABOVE, DISTRICT/COE'S DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE ANNUAL FEE PAID BY DISTRICT/COE FOR THE CURRENT YEAR. IN NO EVENT SHALL CSBA BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS AND/OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSSES) ARISING FROM THE POLICY DVELOPMENT WORKSHOP OR THE DEVELOPMENT OF THE DISCTIRCT/COE LOCAL POLICY MANUAL. DISTRICT/COE AGREES THAT DAMAGES DESCRIBED IN THIS PARAGRAPH ARE A REASONABLE ESTIMATION OF ANY LOSS DISTRICT/COE MAY SUFFER AND DO NOT CONSTITUTE A PENALTY.

7. Cancellation. This Agreement may be cancelled by either party by giving the other party 30 days written notice. CSBA may also cancel this if District/COE cancels either its membership with CSBA or subscription to GAMUT Policy. If District/COE cancels the agreement after the Policy Development Workshop has been scheduled, District/COE shall pay for any existing travel expenses that cannot be refunded to CSBA. If District/COE cancels the agreement during or after the Policy Development Workshop, District/COE shall pay CSBA the entire workshop fee, and any outstanding hourly fee, costs or travel expense.

8. Compliance with Laws. District/COE is solely responsible for complying with state and federal laws, including the Americans with Disabilities Act of 1990 and those laws pertaining to open meetings and public information, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act.

9. Indemnification and Duty to Defend. Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever imposed on, asserted against, incurred or suffered by the other party, or its directors, officers, employees, agents or representatives by reason of damage, loss or injury (including death) to persons or property resulting in any way from (a) any negligent or intentional act by it or any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder; or (b) any neglect, omission or failure to act when under a duty to act on its part or the part of any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder.

It is expressly understood and agreed that in any third-party action to obtain District/COE's records from CSBA which is opposed by District/COE, any cost to CSBA in opposing the request, including, but not limited to, attorney's fees and costs, shall be paid by District/COE. It is also expressly understood and agreed that no personal liability whatsoever shall attach to any member of CSBA's Board of Directors, or to any of the officers, employees, agents or representatives thereof, by virtue of this Agreement.

10. Jurisdiction and Venue. Jurisdiction and venue in the event of any litigation or action commence by one party against the other, shall be only in a California state court having subject matter jurisdiction located in Sacramento County, California.

CALIFORNIA SCHOOL BOARDS ASSOCIATION
POLICY DEVELOPMENT WORKSHOP AND
POLICY MANUAL DEVELOPMENT AGREEMENT

11. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CSBA and District/COE.

12. Modification. The scope of work and any other terms of this Agreement may be modified only by a written agreement signed by both parties.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

14. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions as regards to the subject matter hereof and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

California School Boards Association

Tezeta Stewartz
Senior Director
Policy & Governance Technology

5/6/25
Date

Mountain View Whisman School District

Signature

Printed Name

Title

Date

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Discussion) First Reading of Board Policies

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 board policies, administrative regulations, and board bylaws with CSBA recommendations will align the district's policies with the California Ed Code and state and/or federal law.

The Policy Committee reviewed the policies at its May 14, 2025, meeting and is bringing them for First Reading and the Trustees' review.

- BP 5030 Student Wellness
- BP 5141.5 Mental Health (new to MVWSD)

Policy 5030 Student Wellness, known as the Local School Wellness Policy (LSWP), was discussed. The Health and Wellness committee examined annual goals, district practices, local data, and state and national model policies as part of the triennial review. MVWSD policies and practices are consistent with state and federal requirements. The results of the 2025 triennial review are consistent with previous reviews. It is a triennial review year, which the policy language requires, and does not follow the typical CSBA renewal timeline.

Policy 5141.5 Mental Health is a new policy being recommended for adoption. It focuses on student mental health and well-being and aims to create a school environment that prioritizes this, providing resources and support to help students succeed academically and emotionally.

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
CSBA Board Policy 5141.5 Mental Health.pdf	Backup Material	5/15/2025
CSBA Board Policy 5030 Student Wellness	Backup Material	5/15/2025
REDLINED Board Policy 5030 Student Wellness	Backup Material	5/15/2025

Policy 5141.5: Mental Health

Status: ADOPTED

Original Adopted Date: 05/01/2020 **| Last Revised Date:** 03/01/2025 **| Last Reviewed Date:** 03/01/2025

CSBA NOTE: Education Code 49428.2, as added by SB 153 (Ch. 38, Statutes of 2024), mandates the Governing Board of any district serving students in grades 7-12, before January 31, 2026, to adopt a policy on referral protocols for addressing student behavioral health concerns. This mandate is reflected below; see "Mental Health Counseling and Referrals."

Education Code 215 requires the Board to adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide) with specified components; see BP/AR 5141.52 - Suicide Prevention. The following policy is intended to address broader mental health issues facing students and may be revised to reflect district practice.

Pursuant to Education Code 232.7, the California Department of Education (CDE) is required, by June 30, 2025, to develop and post on its website a model policy and resources about body shaming that districts may use to educate staff and students. Districts are encouraged to share these resources with staff, students, and parents/guardians by providing information in student and employee handbooks and making the information available on each school's website.

The U.S. Department of Education's (USDOE), "Supporting Child and Student Social, Emotional, Behavioral, and Mental Health Needs," provides that a student's unmet mental health treatment needs may result in social, emotional, or behavioral challenges that, in the absence of effective support, may cause a student to experience reactive and exclusionary discipline, such as suspensions and/or expulsions, that further exacerbate mental health concerns, interrupt access to and participation in learning, limit opportunities, and negatively affect outcomes. The guidance explains that school mental health services play an important role by broadening the reach of mental health services and providing an access point for early and effective intervention in everyday environments. Additionally, the guidance articulates several recommendations for how districts can increase the capacity to provide students with social, emotional, and behavioral health support, which includes (1) prioritizing wellness for individuals, (2) enhancing mental health literacy and reducing stigma and other barriers to access, (3) implementing a continuum of evidence-based prevention practices, (4) establishing an integrated framework of educational, social, emotional, and behavioral health support, and (5) using data for decision making to promote equitable implementation and outcomes.

The U.S. Surgeon General's, "Social Connection Advisory," emphasizes the critical role that social connection plays in individual and societal health and well-being, and provides recommendations for how to address the consequences when there is a lack of social connection. Because schools play an important role in facilitating positive social connection, the advisory includes specific actions districts can implement, which include (1) developing a strategic plan for school connectedness and social skills with benchmark tracking, (2) building social connection into the health curriculum, (3) implementing socially based educational techniques, and (4) creating a supportive school environment.

In its advisory, "Social Media and Youth Mental Health," the U.S. Surgeon General describes the positive and negative impacts of social media on children and adolescents, including the impact on mental health and well-being, and recommends that schools develop, implement, and evaluate digital and media literacy curriculum to provide students and staff with the skills to strengthen digital resilience.

Additionally, SchoolSafety.gov is an interagency website created by the U.S. Department of Homeland Security, USDOE, U.S. Department of Justice (DOJ), and U.S. Department of Health and Human Services to provide districts with actionable recommendations to create safe and supportive learning environments for students, including information about mental health. In addition, the Children and Youth Behavioral Health Initiative provides resources for school administrators, school health staff, teachers, students and their families. The California Department of Health Care Services (DHCS) also provides free mental health and wellness resources to schools through its CalHOPE Schools Initiative.

The Governing Board recognizes that students' emotional well-being and mental health are critical to their ability to perform to their full academic and personal potential. The Superintendent or designee shall develop strategies and services to reduce the stigma associated with mental illness, facilitate access to mental health services, and help students build resiliency skills, including digital resilience, increase social connections, and cope with life challenges.

The Superintendent or designee shall consult and collaborate with school-employed mental health professionals, the county mental health department, psychologists and other health professionals, social workers, and/or community

organizations to strengthen local mental health services and develop and implement an integrated plan to support student mental health.

To the extent possible, the district shall focus on preventive strategies which increase students' connectedness to school, create a support network of peers and trusted adults, and provide techniques for conflict resolution. The district shall investigate and resolve any complaint of bullying, intimidation, harassment, or discrimination in accordance with law and district policy.

CSBA NOTE: The state's content standards for health education include voluntary standards pertaining to mental, emotional, and social health at selected elementary and secondary grades and suicide prevention instruction at grade 7 or 8 and in high school.

Education Code 51925 requires districts that offer health education courses to middle or high school students to include mental health instruction, as specified. Pursuant to Education Code 51929, CDE developed the, "Mental Health Instruction Expansion Education Plan," to assist districts in (1) understanding that mental health education is a universal support and part of California health education, (2) identifying resources to analyze, expand, and enhance current mental health education efforts, and (3) making a plan to enhance and expand mental health education.

Additionally, pursuant to Education Code 33546.4, as added by AB 3010 (Ch. 176, Statutes of 2024), when the Health Education Framework for California Public Schools is next revised, the Instructional Quality Commission is required to consider including information on evidence-based schoolwide programs to support students in developing skills in mindfulness, distress tolerance, interpersonal effectiveness, and emotional regulation.

Pursuant to Education Code 51225.38, as added by AB 2429 (Ch. 67, Statutes of 2024), if a district requires a course in health education for graduation from high school, the course is required, beginning with the 2026-27 school year, to include instruction in the dangers associated with fentanyl use.

For more information on the required contents of courses, see BP/AR 6143 - Courses of Study.

Instruction provided to students shall promote student health and mental, emotional, and social development. Health education courses shall be aligned with the state content standards and curriculum framework, as specified in Administrative Regulation 6143 - Courses of Study, and shall include, but not be limited to, instruction related to identifying signs of depression and self-destructive behaviors including substance abuse, developing coping skills, and identifying resources that may provide assistance.

Information and Training

CSBA NOTE: Pursuant to Education Code 49428.15, CDE has identified and posted on its website, "Youth Mental Health First Aid," an evidence-based and evidence-informed training program for use by schools to address student behavioral health.

Additionally, the California Surgeon General has developed, "Safe Spaces: Trauma Informed Training," an online training designed to help recognize and respond to signs of student trauma and stress.

The Superintendent or designee shall provide school staff and students with information and training to recognize the early signs and symptoms of an emerging mental health condition or behavioral health disorder, including common psychiatric conditions and substance use disorders such as opioid and alcohol abuse, identify risk factors and warning signs of suicidal intent, respond to students who have been impacted by traumatic stress, safely deescalate crisis situations involving students with a behavioral health disorder, and link students with effective services, referrals, and supports. Additionally, such training shall provide instruction on how to maintain student privacy and confidentiality, and may be provided to parents/guardians and families. (Education Code 49428.15)

CSBA NOTE: Pursuant to Education Code 49428.2, as added by SB 153, the district is required to, by July 1, 2029, certify to CDE that 100 percent of its certificated employees and 40 percent of its classified employes who have direct contact with students in grades 7-12 have received youth behavioral training at least one time, as specified.

The Superintendent or designee shall ensure that all certificated employees and 40 percent of classified employes who have direct contact with students in grades 7-12 receive youth behavioral training at least one time, in accordance with Education Code 49428.2.

The Superintendent or designee shall develop a protocol for identifying and assessing students who may be suffering from an anxiety disorder, depression, eating disorder, or other severe or disabling mental illness. The Superintendent

or designee may establish districtwide or school-site crisis intervention team(s) to respond to mental health concerns in the school setting.

CSBA NOTE: Pursuant to Education Code 218.3, CDE has developed and posted on its website, "Providing Relevant Inclusive Support that Matters for LGBTQ Students (PRISM)," a training curriculum for certificated staff to support lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ) cultural competency. Beginning with the 2025-26 school year, through the 2029-30 school year, districts are required to provide at least one hour of training annually to all certificated employees serving students in grades 7-12, in accordance with Education Code 218.3.

Additionally, pursuant to Education Code 219, the State Superintendent of Public Instruction has established the LGBTQ Statewide Advisory Task Force to identify the needs of LGBTQ students and make recommendations to assist in implementing supportive measures including (1) mental health and feelings of safety and support, (2) inclusive and safe access to school facilities, (3) inclusive instructional material and school curriculum, (4) prevention of, response to, and oversight of, bullying and harassment to determine the effectiveness of policies and programs, and (5) inclusive participation in school activities.

Annually, the Superintendent or designee shall provide, and require all certificated employees serving students in grades 7 to 12 to participate in, at least one hour of cultural competency training to support lesbian, gay, bisexual, transgender, queer, and questioning individuals. The district shall maintain records documenting the date that each employee completed the training and the name of the entity that provided the training. (Education Code 218.3)

CSBA NOTE: Each district school is required to notify students and parents/guardians no less than twice per school year with information regarding how to access student mental health services on campus and/or in the community, in accordance with Education Code 49428.

At least twice per school year, the Superintendent or designee shall ensure that each school provides notice regarding how to initiate access to student mental health services on campus and/or in the community. The notification to parents/guardians and to students shall be in at least two of the following methods: (Education Code 49428)

1. Distributing the information, electronically or in hardcopy, in a letter to parents/guardians, and in a school publication or other document to students

2. Including the information, at the beginning of the school year, in the parent/guardian handbook and in student orientation materials or a student handbook

3. Posting the information on the school's website or social media

CSBA NOTE: Pursuant to Education Code 49428.5, each school site serving students in any of grades 6-12 is required to create a poster, as specified below, that identifies approaches and resources about student mental health, and prominently display such poster in public areas that are accessible to and commonly frequented by students at each school site. Pursuant to Education Code 49428.5, CDE has developed model mental health posters, available on its website.

Each school site that serves students in any of grades 6-12 shall create an age appropriate and culturally relevant poster that identifies approaches and shares resources about student mental health, and that includes the following information: (Education Code 49428.5)

1. Identification of common behaviors of those struggling with mental health or who are in a mental health crisis, including, but not limited to, anxiety, depression, eating disorders, emotional dysregulation, bipolar episodes, and schizophrenic episodes

2. A list of, and contact information for, school site-specific resources, including, but not limited to, counselors, wellness centers, and peer counselors

3. A list of, and contact information for, community resources, including, but not limited to, suicide prevention, substance abuse, child crisis, nonpolice mental health hotlines, public behavioral health services, and community mental health centers

4. A list of positive coping strategies to use when dealing with mental health, including, but not limited to, meditation, mindfulness, yoga, breathing exercises, grounding skills, journaling, acceptance, and seeking therapy

5. A list of negative coping strategies to avoid, including, but not limited to, substance abuse or self-medication,

violence and abuse, self-harm, compulsivity, dissociation, catastrophizing, and isolating

The poster shall be displayed in English and any primary language spoken by 15 percent or more of the students at the school site and be no smaller than 8.5 by 11 inches and at least 12-point font. The poster shall be prominently and conspicuously displayed in public areas that are accessible to, and commonly frequented by, students at each school site such as bathrooms, locker rooms, classrooms, classroom hallways, gymnasiums, auditoriums, cafeterias, wellness centers, and offices. Additionally, at the beginning of each school year the poster shall be distributed online to students through social media, websites, portals, and learning platforms. (Education Code 49428.5)

Mental Health Counseling and Referrals

CSBA NOTE: Education Code 49428.2, as added by SB 153, mandates the Board of a district serving students in grades 7-12 to adopt a policy at a regularly scheduled meeting before January 31, 2026, on referral protocols for addressing student behavioral health concerns. A policy addressing referral protocols adopted before June 29, 2024, may be considered to meet the requirements if the contents of the policy fulfill the requirements specified in Education Code 49428.1 and 49428.2.

Pursuant to Education Code 49428.1, as amended by SB 153, CDE is required to develop model referral protocols for addressing student behavioral health concerns and to post the model referral protocols on its website by June 1, 2025.

A school counselor, school psychologist, or school social worker may provide mental health counseling to students in accordance with the specialization(s) authorized on the individual's credential. As needed, students and parents/guardians may be provided referrals to mental health services in the community and/or to mental health services at or near district schools.

The district's referral protocols shall: (Education Code 49428.1)

1. Address the appropriate and timely referral by school staff of students with behavioral health concerns

2. Reflect a multitiered system of support process and positive behavioral interventions and supports, to be used as an alternative to disciplinary action as appropriate

   The protocols shall be accessible to students who may be the subject of disciplinary action.

3. Be adaptable to varied local service arrangements for behavioral health services

4. Reflect evidence-based and culturally appropriate approaches to student behavioral health referral without disciplinary actions

   "Evidence-based" means peer-reviewed, scientific research evidence, including studies based on research methodologies that control threats to both the internal and the external validity of the research findings.

5. Address the inclusion of parents/guardians in the referral process

6. Be written to ensure clarity and ease of use by certificated and classified school employees

7. Reflect differentiated referral processes for students with exceptional needs and other populations for whom the referral process may be distinct

8. Be written to ensure that school employees act only within the authorization or scope of their credential or license

   School employees are not authorized or encouraged to diagnose or treat youth behavioral health disorders unless they are specifically licensed and employed to do so.

9. Be consistent with state activities conducted by the California Department of Education in the administration of federally funded behavioral health programs

CSBA NOTE: Pursuant to Family Code 6924, a student 12 years of age or older is legally authorized to consent to mental health treatment or counseling if the student, in the opinion of the mental health professional, is mature enough to participate intelligently in the services. However, such mental health treatment or counseling authorized

by Family Code 6924 requires involvement of the minor's parent/guardian unless the mental health professional determines, after consulting with the minor, that the involvement of the parent/guardian would be inappropriate.

A student 12 years of age or older may consent to mental health treatment or counseling if the student, in the opinion of the attending mental health professional, is mature enough to participate intelligently in the services. Additionally, the student's parent/guardian shall consent to student's treatment, unless the mental health professional determines, after consulting with the student, that the involvement of the parent/guardian would be inappropriate. (Family Code 6924)

CSBA NOTE: Pursuant to Education Code 49429, CDE has developed, "Telehealth Guidance for School Districts," to provide guidelines for the use of telehealth technology in schools, including mental health and behavioral health services to students on school campuses, and guidelines for securing telehealth systems. Telehealth services may include live counseling, mental health, or therapeutic sessions between a student or group of students and a licensed clinician delivered through a virtual platform. The following four paragraphs reflect CDE's 2024 guidance.

For more information regarding school health services, including telehealth services, see BP/AR 5141.6 - School Health Services. It is recommended that districts with questions regarding the provision of telehealth services, consult district risk management and/or insurance, and CSBA's District and County Office of Education Legal Services or district legal counsel, as appropriate.

In delivering mental health and behavioral health services to students, the district may use telehealth or other information and communication technologies that facilitate the diagnosis, consultation, treatment, education, care management, and self-management of a student's health while the student is on campus and the health care provider is at a distant location. (Education Code 49429)

Prior to utilizing telehealth technology to manage a student's mental health or behavior, the mental health professional shall consult with the student, parent/guardian, and/or the student's individualized education program team, as required by law, unless the mental health professional determines that the involvement would be inappropriate pursuant to Family Code 6924.

CSBA NOTE: CDE, in its 2024, "Telehealth Guidance for School Districts," provides numerous recommendations related to using telehealth services, including the creation of a district "emergency response plan" for telebehavioral health, as described below. Since an "emergency response plan" for telebehavioral health is not defined in law, it is recommended that districts with questions about developing such a plan consult CSBA's District and County Office of Education Legal Services or district counsel.

In using telehealth technology to provide mental health services to students, the Superintendent or designee shall ensure that mental health professionals comply with applicable professional codes of ethics and legal authority. Additionally, space that affords privacy and confidentiality of telehealth sessions shall be provided for students and an emergency response plan shall be put in place that lays out all legally-mandated steps to take when a student suddenly begins to exhibit suicidal ideation or other potentially dangerous behavior during a telehealth session.

CSBA NOTE: Pursuant to 28 CFR 35.108, a student should be evaluated in accordance with Section 504 of the Rehabilitation Act (29 USC 794) if the student has a disability, including a mental impairment, that substantially limits a major life activity, has a record of such impairment, or is regarded as having such impairment. See BP/AR 6164.6 - Identification and Education Under Section 504. Districts also have an affirmative, ongoing duty to actively and systematically seek out, identify, locate, and evaluate all children with exceptional needs who may be in need of special education and related services (Education Code 56171, 56300-56385; 20 USC 1412; 34 CFR 300.111). See BP/AR 6164.4 - Identification and Evaluation of Individuals for Special Education.

USDOE and DOJ's joint publication, "Supporting and Protecting the Rights of Students at Risk of Self-Harm in the Era of COVID-19," provides that a student with anxiety, depression, or a substance use disorder may be considered a mental health disability that entitles the student to special education or related services in accordance with Section 504 of the Rehabilitation Act or the federal Individuals with Disabilities Education Act. While this is written in response to the pandemic, the guidance may be interpreted as having a more general applicability.

If a student has an emotional or mental illness that limits a major life activity, has a record of such impairment, or is regarded as having such impairment, or may need special education and related services, the student shall be referred for an evaluation for purposes of determining whether any educational or related services are required in accordance with Section 504 of the Rehabilitation Act or the federal Individuals with Disabilities Education Act, as applicable. (Education Code 56301-56302; 29 USC 794; 28 CFR 35.108)

Funding Resources

CSBA NOTE: In addition to using district funds for mental health programs or services, districts may apply for grant funds administered by the county mental health agency or other sources.

The Behavioral Health Services Act, formerly the Mental Health Services Act, established by Proposition 63 in 2004 and revised by Proposition 1 in 2024, provides funding, personnel, and other resources to support county mental health programs, including, but not limited to, prevention and early intervention programs and treatment for substance abuse disorders. Funding may be allocated for outreach to families and others to recognize the early signs of potentially severe and disabling mental illnesses, access and linkage to medically necessary care for children with severe mental illness, reduction in stigma and discrimination against people with mental illness, and strategies to reduce negative outcomes that may result from untreated mental illness. Half of early intervention funding is required to be directed to individuals 25 years of age and younger, and include early childhood (0-5) mental health consultation, school-based services, and expanding early psychosis and mood disorder detection and intervention.

Welfare and Institutions Code 5886 established the Mental Health Student Services Act, a competitive grant program to award funds to county mental health or behavioral health departments for the purpose of creating mental health partnerships with school districts, charter schools, and county offices of education.

DHCS launched the Children and Youth Behavioral Health Initiative Fee Schedule program to create a reimbursement pathway for districts to receive funding for services provided at schools or school-linked sites by setting the reimbursement rate for a certain set of outpatient, school-linked services rendered to children and youth who are (1) under 26 years old, (2) enrolled in public Transitional Kindergarten-12 schools, and (3) covered by Medi-Cal managed care plans, Medi-Cal Fee-for-Service, health care service plans, and disability insurers. For more information about the Children and Youth Behavioral Health Initiative, see DHCS's website.

The Superintendent or designee shall explore potential funding sources for district programs and services that support student's mental health. In accordance with local plans and priorities, the district may apply to the county for grants for prevention and early intervention activities that are designed to prevent mental illness from becoming severe and disabling and to improve timely access for underserved populations.

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
Ed. Code 215-216	Student suicide prevention
Ed. Code 218.3	Lesbian, Gay, Transgender, Queer, and Questioning Student Resources; online training delivery platform
Ed. Code 219	Lesbian, Gay, Transgender, Queer, and Questioning Student Resources; advisory task force
Ed. Code 232.7	Body shaming; model policy and resources
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 32280-32289.5	School safety plans
Ed. Code 33546.4	Instructional Quality Commission; consideration of skills related to mindfulness, distress tolerance, interpersonal effectiveness, and emotional regulation when Health Education Framework next revised
Ed. Code 49060-49079	Student records
Ed. Code 49428	Telehealth technology in schools
Ed. Code 49428.1	Student mental health referral protocols
Ed. Code 49428.15	Identification of evidence-based and evidence-informed training programs for schools to address youth behavioral health
Ed. Code 49428.2	Requirement for policy on referral protocols
Ed. Code 49428.5	Student mental health poster
Ed. Code 49600	Responsibilities of school counselors
Ed. Code 49602	Counseling and confidentiality of student information
Ed. Code 49604	Suicide prevention training for school counselors

State	Description
Ed. Code 51225.38	Instruction regarding the dangers associated with fentanyl use
Ed. Code 56171	Duty to identify and assess children in private schools who need special education services
Ed. Code 56300-56385	Identification and referral; assessment, instructional planning
Family Code 6924	Consent by minor
W&I Code 5698	System of care for children and youth with serious emotional disturbance
W&I Code 5840-5840.8	Prevention and early intervention programs
W&I Code 5850-5883	Mental Health Services Act

Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
28 CFR 35.101-35.190	Americans with Disabilities Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 300.1-300.818	Individuals with Disabilities Education Act

Management Resources	Description
California Department of Education Publication	Mental Health Instruction Expansion Education Plan, rev. March 2024
California Department of Education Publication	Telehealth Guidance for School Districts, July 2024
California Department of Education Publication	Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008
California Department of Education Publication	Youth Behavioral Health Training Programs
California Department of Education Publication	Health Education Framework for California Public Schools, Kindergarten Through Grade Twelve, May 2019
CDC and Prevention Publication	School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009
CDC Publication	Promoting Mental Health and Well-Being in Schools, December 2023
CSBA Publication	Safe Schools Toolkit: Bullying and Cyberbullying, July 2024
Nat. Child Traumatic Stress Network Publication	Child Trauma Toolkit for Educators, 2008
US Department of Education Publication	Bipartisan Safer Communities Act Stronger Connections Grant Program, Frequently Asked Questions, April 2023
US Department of Health and Human Services Pub.	Social Media and Youth Mental Health: The U.S. Surgeon General's Advisory, 2023
US Dept of Health and Human Services Publication	Creating an emergency plan for telebehavioral health, September 2024
US Dept of Health and Human Services Publication	Our Epidemic of Loneliness and Isolation: The U.S. Surgeon General's Advisory on the Health Effects of Social Connection and the Community, 2023
USDOE Ofc for Civil Rights, USDOJ Civil Rights Pub	Supporting and Protecting the Rights of Students at Risk of Self-Harm in the Era of COVID-19, October 2021
USDOE Ofc of Special Edu & Rehabilitative Svcs Pub	Supporting Child and Student Social, Emotional, Behavioral, and Mental Health Needs, 2021
Website	Mental Health Evaluation, Training, Research, and Innovation Center for Schools (METRICS)
Website	CalHOPE Schools Initiative
Website	California Surgeon General, Safe Spaces: Trauma-Informed Training

Management Resources	Description
Website	Children and Youth Behavioral Health Initiative
Website	Schoolsafety.gov
Website	CSBA District and County Office of Education Legal Services
Website	National Child Traumatic Stress Network
Website	National Council for Behavioral Health, Mental Health First Aid
Website	Suicide Prevention Lifeline
Website	Suicide Prevention Resource Center
Website	Substance Abuse and Mental Health Services Administration
Website	American Association of Suicidology
Website	American Psychological Association
Website	California Department of Education, Mental Health
Website	Centers for Disease Control and Prevention, Mental Health
Website	National Association of School Psychologists
Website	National Institute for Mental Health
Website	American Foundation for Suicide Prevention
Website	American School Counselor Association
Website	U.S. Department of Health and Human Services
Website	California Department of Health Care Services
Website	Office of the Surgeon General

Cross References	Description
1113	District And School Websites
1113	District And School Websites
1113-E(1)	District And School Websites
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
4131	Staff Development
5131.2	Bullying
5131.2	Bullying
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.6	School Health Services
5141.6	School Health Services
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education

Cross References	Description
6143	Courses Of Study
6143	Courses Of Study
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6173.4	Education For American Indian Students

Policy 5030: Student Wellness

Status: ADOPTED

Original Adopted Date: 07/01/2011 | **Last Revised Date:** 12/01/2016 | **Last Reviewed Date:** 12/01/2016

CSBA NOTE: The Healthy, Hunger-Free Kids Act of 2010 (42 USC 1758b) mandates each district participating in the National School Lunch Program (42 USC 1751-1769j) or any program in the Child Nutrition Act of 1966 (42 USC 1771-1793), including the School Breakfast Program, to adopt a districtwide school wellness policy. The following policy fulfills this mandate and should be revised to reflect district practice. Other policies in the district's policy manual will likely contain additional provisions supporting this wellness policy, such as BP 3312 - Contracts, BP/AR 3550 - Food Service/Child Nutrition Program, BP/AR 3552 - Summer Meal Program, BP/AR 3553 - Free and Reduced Price Meals, BP/AR 3554 - Other Food Sales, BP/AR 6142.7 - Physical Education and Activity, and BP/AR 6142.8 - Comprehensive Health Education.

Although the Governing Board has discretion under 42 USC 1758b to determine specific policies appropriate for its schools, 7 CFR 210.31, as renumbered by 81 Fed. Reg. 93792, provides a framework and guidelines to assist districts in establishing their student wellness policies, including minimum content requirements, assurance of stakeholder participation in the development and updates, and periodic assessment and disclosure of compliance with the district's wellness policy. The U.S. Department of Agriculture (USDA) and Centers for Disease Control and Prevention (CDC) provide resources and implementation tools on their web sites. In addition, CSBA's Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide summarizes research on the relationship between nutrition and physical activity and student achievement, provides worksheets for policy development, and contains other resources that may be useful in the development of the wellness policy.

The following paragraph links student wellness with the components of a coordinated school health approach recommended in the California Department of Education's (CDE) Health Framework for California Public Schools and may be revised to reflect district practice.

The Governing Board recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for district students. The Superintendent or designee shall coordinate and align district efforts to support student wellness through health education, physical education and activity, health services, nutrition services, psychological and counseling services, and a safe and healthy school environment. In addition, the Superintendent or designee shall develop strategies for promoting staff wellness and for involving parents/guardians and the community in reinforcing students' understanding and appreciation of the importance of a healthy lifestyle.

School Wellness Council

CSBA NOTE: 42 USC 1758b and 7 CFR 210.31 require that districts permit specified stakeholders to participate in the development, implementation, and periodic review and update of the district's wellness policy. One method to achieve continuing involvement of those groups and other key stakeholders is through the creation of a school wellness council, as recommended in the CDE's Health Framework for California Public Schools. Pursuant to Government Code 54952, committees created by formal action of the Board are subject to open meeting laws (the Brown Act); see AR 1220 - Citizen Advisory Committees.

The Superintendent or designee shall encourage parents/guardians, students, food service employees, physical education teachers, school health professionals, Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the district's student wellness policy. (42 USC 1758b; 7 CFR 210.31)

CSBA NOTE: The remainder of this section is optional and may be revised to reflect district practice.

To fulfill this requirement, the Superintendent or designee may appoint a school wellness council or other district committee and a wellness council coordinator. The council may include representatives of the groups listed above, as well as health educators, curriculum directors, counselors, before- and after-school program staff, health practitioners, and/or others interested in school health issues.

The Superintendent or designee may make available to the public and school community a list of the names, position titles, and contact information of the wellness council members.

The wellness council shall advise the district on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the duties of the council may also include the planning, implementation, and evaluation of activities to promote health within the school or community.

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Goals for Nutrition, Physical Activity, and Other Wellness Activities

CSBA NOTE: 42 USC 1758b and 7 CFR 210.31 mandate that the district's wellness policy include goals for the activities specified below.

The Board shall adopt specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. In developing such goals, the Board shall review and consider evidence-based strategies and techniques. (42 USC 1758b; 7 CFR 210.31)

CSBA NOTE: The remainder of this section provides policy language to address this mandated topic and should be revised to reflect district practice.

The district's nutrition education and physical education programs shall be based on research, shall be consistent with the expectations established in the state's curriculum frameworks and content standards, and shall be designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

The nutrition education program shall include, but is not limited to, information about the benefits of healthy eating for learning, disease prevention, weight management, and oral health. Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular educational program, before- and after-school programs, summer learning programs, and school garden programs.

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education and recess and may also be provided through school athletic programs, extracurricular programs, before- and after-school programs, summer learning programs, programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities.

The Board may enter into a joint use agreement or memorandum of understanding to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity.

Professional development may be regularly offered to the nutrition program director, managers, and staff, as well as health education teachers, physical education teachers, coaches, activity supervisors, and other staff as appropriate to enhance their knowledge and skills related to student health and wellness.

In order to ensure that students have access to comprehensive health services, the district may provide access to health services at or near district schools and/or may provide referrals to community resources.

The Board recognizes that a safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students, including bullying on the basis of weight or health condition.

The Superintendent or designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. He/she shall promote work-site wellness programs and may provide opportunities for regular physical activity among employees.

Nutrition Guidelines for All Foods Available at School

CSBA NOTE: 42 USC 1758b mandates that the district's wellness policy include nutrition guidelines that are consistent with federal nutrition standards, as specified below. Also see AR 3550 - Food Service/Child Nutrition Program.

For all foods and beverages available on each campus during the school day, the district shall adopt nutrition guidelines which are consistent with 42 USC 1758, 1766, 1773, and 1779 and federal regulations and which support the objectives of promoting student health and reducing childhood obesity. (42 USC 1758b)

CSBA NOTE: The remainder of this section provides policy language to address this mandated topic and should be revised to reflect district practice.

In order to maximize the district's ability to provide nutritious meals and snacks, all district schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs and after-school snack programs, to the extent possible. When approved by the California Department of Education, the

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district may sponsor a summer meal program.

CSBA NOTE: Pursuant to 42 USC 1758, schools participating in the National School Lunch Program are required to make free drinking water available for consumption at locations where meals are served during meal service. In addition, Education Code 38086 requires all California schools to make free drinking water available during school meal times, unless the Board adopts a resolution demonstrating that the district is unable to comply due to fiscal constraints or health or safety concerns. See AR 3550 - Food Service/Child Nutrition Program for policy language related to these requirements. Also see CSBA's policy brief Increasing Access to Drinking Water in Schools for further information and sample strategies for providing water and encouraging consumption. Information on potential funding sources to comply with the potable water requirement is available on the CDE web site.

The Superintendent or designee shall provide access to free, potable water in the food service area during meal times in accordance with Education Code 38086 and 42 USC 1758, and shall encourage students' consumption of water by educating them about the health benefits of water and by serving water in an appealing manner.

CSBA NOTE: Pursuant to 7 CFR 210.31, districts are mandated to include, within the wellness policy, standards for all foods and beverages which are made available to students outside the district's food services program (e.g., sales through vending machines, student stores, and fundraisers). Nutrition standards and other requirements pertaining to such food sales are addressed in AR 3554 - Other Food Sales.

The Board believes that all foods and beverages sold to students at district schools, including those available outside the district's reimbursable food services program, should support the health curriculum and promote optimal health. Nutrition standards adopted by the district for foods and beverages provided through student stores, vending machines, or other venues shall meet or exceed state and federal nutrition standards.

The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes.

He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

School staff shall encourage parents/guardians or other volunteers to support the district's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible.

CSBA NOTE: Pursuant to 7 CFR 210.31 and Education Code 49431.9, as added by AB 841 (Ch. 843, Statutes of 2017), only those foods and beverages that are allowed for sale on campus during the school day may be marketed within the district. This prohibition includes the advertising during the school day on any property or facility owned or leased by the school district or school and used for school-related activities, including, but not limited to, school buildings, athletic fields, facilities, signs, scoreboards, or parking lots, or any school buses or other vehicles, equipment, vending machines, uniforms, educational material, or supplies. Also see BP 1325 - Advertising and Promotion.

To reinforce the district's nutrition education program, the Board prohibits the marketing and advertising of foods and beverages that do not meet nutrition standards for the sale of foods and beverages on campus during the school day. (Education Code 49431.9; 7 CFR 210.31)

Program Implementation and Evaluation

CSBA NOTE: 42 USC 1758b and 7 CFR 210.31 require the district to identify an individual with the authority and responsibility to ensure that each district school complies with the wellness policy. The Analysis of Comments to the federal regulations, 81 Fed. Reg. 50151 pg. 50155, recommends that districts provide a means of contacting the designated individual by providing a district or school phone number and/or email address.

The Superintendent designates the individual(s) identified below as the individual(s) responsible for ensuring that each school site complies with the district's wellness policy. (42 USC 1758b; 7 CFR 210.31)

_____
(Title or Position)
_____
(Phone Number)
_____
(Email Address)

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CSBA NOTE: 42 USC 1758b and 7 CFR 210.31 require an assessment of the implementation and compliance of the wellness policy, as specified in the paragraph below. At its discretion, the district may revise the following paragraph to reflect a more frequent schedule.

The Superintendent or designee shall assess the implementation and effectiveness of this policy at least once every three years. (42 USC 1758b; 7 CFR 210.31)

CSBA NOTE: 42 USC 1758b requires that the district assessment include a comparison of the district's policy with model wellness policies. See the USDA's web site for model policies and best practices recommended by federal and state agencies and nongovernmental organizations.

The assessment shall include the extent to which district schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy. (42 USC 1758b)

The Superintendent or designee shall invite feedback on district and school wellness activities from food service personnel, school administrators, the wellness council, parents/guardians, students, teachers, before- and after-school program staff, and/or other appropriate persons.

CSBA NOTE: Items #1-9 below are optional and may be revised to reflect district practice. For further information about the following indicators and a list of other possible indicators, see CSBA's Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies. The guide also describes possible data sources that may be used for each indicator and includes a sample report format. Indicators selected by the district may include a mix of process measures (e.g., level of student participation, number of classes, staffing, and costs) as well as outcome measures that assess the policy's impact on students (e.g., physical fitness test results, Body Mass Index, and food choices).

The Board and the Superintendent or designee shall establish indicators that will be used to measure the implementation and effectiveness of the district activities related to student wellness. Such indicators may include, but are not limited to:

1. Descriptions of the district's nutrition education, physical education, and health education curricula and the extent to which they align with state academic content standards and legal requirements

2. An analysis of the nutritional content of school meals and snacks served in all district programs, based on a sample of menus and production records

3. Student participation rates in all school meal and/or snack programs, including the number of students enrolled in the free and reduced-price meals program compared to the number of students eligible for that program

4. Extent to which foods and beverages sold on campus outside the food services program, such as through vending machines, student stores, or fundraisers, comply with nutrition standards

5. Extent to which other foods and beverages that are available on campus during the school day, such as foods and beverages for classroom parties, school celebrations, and rewards/incentives, comply with nutrition standards

6. Results of the state's physical fitness test at applicable grade levels

7. Number of minutes of physical education offered at each grade span, and the estimated percentage of class time spent in moderate to vigorous physical activity

8. A description of district efforts to provide additional opportunities for physical activity outside of the physical education program

9. A description of other districtwide or school-based wellness activities offered, including the number of sites and/or students participating, as appropriate

As feasible, the assessment report may include a comparison of results across multiple years, a comparison of district data with county, statewide, or national data, and/or a comparison of wellness data with other student outcomes such as academic indicators or student discipline rates.

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CSBA NOTE: In addition to the district self-assessment described above, 7 CFR 210. 18, as amended by 81 Fed. Reg. 50151, requires that the CDE conduct administrative reviews of all districts at least once every three years to ensure that districts are complying with their wellness policy. See section "Records" below for information about records that may be required for this assessment. The USDA's Food and Nutrition Service may grant a one-year extension to the CDE's three-year review cycle if needed for efficient state management of the program.

In addition, the Superintendent or designee shall prepare and maintain the proper documentation and records needed for the administrative review of the district's wellness policy conducted by the California Department of Education (CDE) every three years.

The assessment results of both the district and state evaluations shall be submitted to the Board for the purposes of evaluating policy and practice, recognizing accomplishments, and making policy adjustments as needed to focus district resources and efforts on actions that are most likely to make a positive impact on student health and achievement.

Notifications

CSBA NOTE: Pursuant to Education Code 49432, 42 USC 1758b, and 7 CFR 210.31, the district is required to inform the public of the content and implementation of the wellness policy and the district's progress towards meeting the goals of the policy, as described below.

The Superintendent or designee shall inform the public about the content and implementation of the district's wellness policy and shall make the policy, and any updates to the policy, available the public on an annual basis. He/she shall also inform the public of the district's progress towards meeting the goals of the wellness policy, including the availability of the triennial district assessment. (Education Code 49432; 42 USC 1758b; 7 CFR 210.31)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice.

The Superintendent or designee shall distribute this information through the most effective methods of communication, including district or school newsletters, handouts, parent/guardian meetings, district and school web sites, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health and wellness and academic performance.

CSBA NOTE: As amended by SB 1169 (Ch. 280, Statutes of 2016), Education Code 49432 no longer requires schools to post the district's policies and regulations on nutrition and physical activity in public view within all school cafeterias or other central eating areas. Education Code 49432 continues to authorize, but does not require, schools to post a summary of nutrition and physical activity laws and regulations. The following paragraph is optional.

Each school may post a summary of nutrition and physical activity laws and regulations prepared by the CDE.

Records

CSBA NOTE: 7 CFR 210.31, as added by 81 Fed. Reg. 50151, requires the district to retain records to document compliance with the federal regulation. The following paragraph outlines the records that, at a minimum, must be retained by the district.

The Superintendent or designee shall retain records that document compliance with 7 CFR 210.31, including, but not limited to, the written student wellness policy, documentation of the triennial assessment of the wellness policy for each school site, and documentation demonstrating compliance with the community involvement requirements, including requirements to make the policy and assessment results available to the public. (7 CFR 210.31)

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 References	Description
5 CCR 15500-15501	Food sales by student organizations
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 33350-33354	CDE responsibilities re: physical education

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Ed. Code 38086	Free fresh drinking water
Ed. Code 49430-49434	Nutrition standards
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 49510-49520	Duffy-Moscone Family Nutrition Education and Services Act of 1970
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49540-49546	Child care food program
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550-49562	Meals for needy students
Ed. Code 49565-49565.8	California Fresh Start pilot program
Ed. Code 49570	National School Lunch Act
Ed. Code 51210	Areas of study
Ed. Code 51210.1-51210.2	Physical education, grades 1-6
Ed. Code 51210.4	Nutrition education
Ed. Code 51220	Areas of study, grades 7 to 12
Ed. Code 51222	Physical education
Ed. Code 51223	Physical education, elementary schools
Ed. Code 51795-51798	School instructional gardens
Ed. Code 51880-51921	Comprehensive health education

Federal References	**Description**
42 USC 1751-1769j	National School Lunch Program
42 USC 1758b	Local wellness policy
42 USC 1771-1793	Child nutrition
42 USC 1773	School Breakfast Program
42 USC 1779	Rules and regulations, Child Nutrition Act
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 210.31	Wellness policy
7 CFR 220.1-220.22	National School Breakfast Program

Management Resources References	**Description**
California Department of Education Publication	01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015
California Project Lean Publication	Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006
Center for Collaborative Solutions	Changing Lives, Saving Lives: A Step-by-Step Guide to Developing Exemplary Practices in Healthy Eating, Physical Activity and Food Security, Jan 2015
Centers for Disease Control&Prevention Publication	Acute Concussion Evaluation (ACE) Care Plan, 2006
Court Decision	A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455
CSBA Publication	A Governance Perspective: Interviews with School Board Members from the Nine Linked Learning Initiative School Districts, March 2014
Federal Register	70 Fed. Reg. 29727 Constitution Day and Citizenship Day (2005)

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National Assoc of State Boards of Education Pub	Fit, Healthy and Ready to Learn, rev. 2012
U.S. Department of Agriculture Publication	Accommodating Children with Special Dietary Needs in the School Nutrition Programs: Guidance for School Food Service Staff, 2001
Website	AASA The School Superintendents Association - https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QQoEQ==

Cross References	Description
0200	Goals For The School District - https://simbli.eboardsolutions.com/SU/pXGcAV8yiQAz7ES7Po6dQw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/slshfDWk9wfAe10YSECslshj9O2g==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/PEslshgQJE4jtXRE8Smvl1dzw==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/0WSjTLZKDbFqsvGfGFOH0w==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/juOYEk7plusIYSlefUmpNc65w==
1230	School-Connected Organizations - https://simbli.eboardsolutions.com/SU/V2IQRzqcfOqK1IHWHf6XIw==
1230	School-Connected Organizations - https://simbli.eboardsolutions.com/SU/BJtllWKkU5E1zH1slshwRuQ0A==
1260	Educational Foundation - https://simbli.eboardsolutions.com/SU/aE7HDgkqBlC2Yslsh3N8V4OFA==
1325	Advertising And Promotion - https://simbli.eboardsolutions.com/SU/lLqe0U4a9YnwClaMkPWVUg==
1330.1	Joint Use Agreements - https://simbli.eboardsolutions.com/SU/bmOGV9SSCzbBPZB9CYO5sw==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/2slshOddASNpRgaSFRbxqwJpQ==
1700	Relations Between Private Industry And The Schools - https://simbli.eboardsolutions.com/SU/hwBikl8KIgpB1ULvO9d32A==
3000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/f0mslshlv9lr5HtGcDplusJAZnoA==
3290	Gifts, Grants And Bequests - https://simbli.eboardsolutions.com/SU/gM2mSIbbdy7sE9jJELMVAw==
3312	Contracts - https://simbli.eboardsolutions.com/SU/Xrjuibfnt9vHXHRbfd2oWA==
3452	Student Activity Funds - https://simbli.eboardsolutions.com/SU/viplusdo0TplusQHXGslshBlS7WXVgw==
3513.3	Tobacco-Free Schools - https://simbli.eboardsolutions.com/SU/SfFgXhkTaOaxWQUBi30Kzg==
3513.3	Tobacco-Free Schools - https://simbli.eboardsolutions.com/SU/UNNp33JlQq13F4UY0frvcw==
3513.4	Drug And Alcohol Free Schools - https://simbli.eboardsolutions.com/SU/NjNas6YslshVrD5emvU2inQpA==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/xEpGyVq1KFaUAWCcbwbauw==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/pD66NjFKTU99Ny01seebGA==
3551	Food Service Operations/Cafeteria Fund - https://simbli.eboardsolutions.com/SU/aisVslsh4OOSAbOO07WMI8Wyg==

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3551	Food Service Operations/Cafeteria Fund - https://simbli.eboardsolutions.com/SU/vw1wzKbKplus6OhDkGTOEFI1A==
3552	Summer Meal Program - https://simbli.eboardsolutions.com/SU/Eb9DTv3OAhStfxNzbJPD5A==
3552	Summer Meal Program - https://simbli.eboardsolutions.com/SU/RV9zackBdrplussNElZJih3VA==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/mOvWjaI1W0RdkyFnOVpluspUA==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/YbNpqRvc9g4URAABCG8ncQ==
3554	Other Food Sales - https://simbli.eboardsolutions.com/SU/5Pslshyr94U8O7AqOy7k6r40Q==
3554	Other Food Sales - https://simbli.eboardsolutions.com/SU/U2HZmL6jrKEINP3BRU2jGw==
3555	Nutrition Program Compliance - https://simbli.eboardsolutions.com/SU/lzac5ETxGRqSFslshoIFrJdqA==
3555-E(1)	Nutrition Program Compliance - https://simbli.eboardsolutions.com/SU/L7Hi9slshFHUdmLPBS20kmx1Q==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/mplusfJtQCJn0ArH43NKz32QQ==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/YX9IZdvUEZNtp9AuLVbcSw==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/tzmVJAfkUOOsP2UDsrUIPA==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/j8uFtXcXDX6cQgYzsHk67g==
5113.12	District School Attendance Review Board - https://simbli.eboardsolutions.com/SU/ese7Lplus5TELXCZ8xF0fplusCQA==
5113.12	District School Attendance Review Board - https://simbli.eboardsolutions.com/SU/TDg0OBetEmg5slshaDOxFMAPQ==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/tDboCINOvOslshQiptfXslshzJmA==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/f2cYyaJzLvsvMmt1BZQC0Q==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/ehwaVjHFsKfboxMDjfETjQ==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/xzplusi2SplusKSeQu0AFVCplusJC5g==
5131.61	Drug Testing - https://simbli.eboardsolutions.com/SU/ARCWn46hjEQmqQslsh9xdI71g==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/2vF029vq0Uv5YBeMplusFEpsA==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/LJ5eEslshit6MN64f1uKjlwgw==
5131.63	Steroids - https://simbli.eboardsolutions.com/SU/zF0yQ3OHOpluswqIef3dD8wYg==
5131.63	Steroids - https://simbli.eboardsolutions.com/SU/TUcs37QLzgrnBsHJOfT9Ig==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/jRjgplusopnUd0uMgyHO1dvGw==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/jBuNCsiUislsh2HEvakqQPHvA==

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5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/3kRQYo1qgPRDQdnVRVeBlw==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/Ai0xgYkyJszdslshJU44m1KtQ==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/qtbslsha4seX9VQt9pLslkq9A==
5141.23	Asthma Management - https://simbli.eboardsolutions.com/SU/nmhQPDlNxLZZnPbhPuKX3A==
5141.23	Asthma Management - https://simbli.eboardsolutions.com/SU/lY1ORbajcZU1g413QROWkA==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/Vt1ujFXuzj9YZCIMH8u0Dw==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/YxlplusX993qMgY4CvyH6ukUg==
5141.3	Health Examinations - https://simbli.eboardsolutions.com/SU/Xv9kl7q4xkrgB9PI6g5FDg==
5141.3	Health Examinations - https://simbli.eboardsolutions.com/SU/hPTWuOZnrceln9trVDaMrg==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/XmLzDfSw7GwNslshR9qpluslyK8Q==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/y0TyDdKGXiBBuOzn9JHwYw==
5141.32	Health Screening For School Entry - https://simbli.eboardsolutions.com/SU/3vi1YpnFW8anZE54wbDnQQ==
5142.2	Safe Routes To School Program - https://simbli.eboardsolutions.com/SU/X2PHvVMMJn6Q9OHYC2kslshjg==
5142.2	Safe Routes To School Program - https://simbli.eboardsolutions.com/SU/LVM4ExDBJAWGr36I4oLgQA==
5144	Discipline - https://simbli.eboardsolutions.com/SU/NeIGsSBfK38zfyEdNCJZQg==
5144	Discipline - https://simbli.eboardsolutions.com/SU/8MDWGUMN3YISslshWRlad7akA==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/3RLPKjNPsN7ZGURJ4LNGYw==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/CUCON6Qd8nkjOdIjoQgkAQ==
5145.6	Parental Notifications - https://simbli.eboardsolutions.com/SU/4cHxLdg4slshoGIsnHthCslshbfQ==
5145.6-E(1)	Parental Notifications - https://simbli.eboardsolutions.com/SU/1jjU8DgBkLxH11wb8eJDWw==
5146	Married/Pregnant/Parenting Students - https://simbli.eboardsolutions.com/SU/ZsZwJAXCs9U07wvqBsZBPQ==
5147	Dropout Prevention - https://simbli.eboardsolutions.com/SU/5slshIocUoqkPMlZKaslshvuNZPg==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/FVFRXRWBWhWKEQXSypslshgWA==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/cAY5xhOugslshYvLWdu8XZbKg==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/iZyTOc44P3VGEwFIO6qfNA==

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5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/O8QR74bazFNtWjVdSFLXZg==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/Yua0IwHIBiwm7dAZcr8Tew==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/1hcpPVQ0lrxh60UjpBzrSA==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/T71dReh9S6pZ9uXsSTLkmQ==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/McO6plus072KXxGom2Ne4rQfQ==
6112	School Day - https://simbli.eboardsolutions.com/SU/5h7Czn8772R6IoRZAIaLrA==
6112	School Day - https://simbli.eboardsolutions.com/SU/of4zcBQBfA2rTVrCqa8nDg==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/pluswzPSa7cW1vikqN9Zjb8uw==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/twpdaVTslshMTx1qk1asKgRSw==
6142.5	Environmental Education - https://simbli.eboardsolutions.com/SU/2nTzdKGi3zpyr3NdO4wHiQ==
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/jmeWG6cdDIplus7C6oNRm8Btg==
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/JBEj1YzXRZz8w6zZslshcdnxw==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/Fxzfr7ncsUmly1Bp3FM3KA==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/MI295bVYUYZO2gOy5KViWQ==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/oU9plus6plus9mwW3kslshDGYFOh9xw==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/TfSe84RXu12t4pluscVJk6Dew==
6176	Weekend/Saturday Classes - https://simbli.eboardsolutions.com/SU/uo7pluslaen2a8JikGslshVfM6Sg==
6177	Summer Learning Programs - https://simbli.eboardsolutions.com/SU/St5smoccXrrsLnasA2etWA==
6184	Continuation Education - https://simbli.eboardsolutions.com/SU/SSCzVI4Qm29hLtvreWYAWQ==
6184	Continuation Education - https://simbli.eboardsolutions.com/SU/2Jh06Pd57OkDlhiNo38D9Q==
7110	Facilities Master Plan - https://simbli.eboardsolutions.com/SU/ouMYVybSZQRxplusKX3PHbTlg==

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5030 BP - Student Wellness

Students
Board Policy No. 5030
Policy adopted: ~~June 16, 2022~~ June 12, 2025

STUDENT WELLNESS
The Governing Board recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating, physical activity, social-emotional and mental well-being for district students. The Board recognizes that students who are healthy, safe, engaged, supported, and challenged show improvement in overall development. The Board recognizes that students and staff across the district shall have equitable access to health and wellness efforts.

The Superintendent or designee shall coordinate and align district efforts to support student wellness through health education, physical education and activity, health services, nutrition services, psychological and counseling services, and a safe, healthy, and inclusive school environment. In addition, the Superintendent or designee shall develop strategies for promoting staff wellness and for involving parents/guardians and the community in reinforcing students' understanding and appreciation of the importance of a healthy lifestyle.

School Wellness Council ~~Committee~~
The Superintendent or designee shall encourage parents/guardians, students, food service employees, physical education teachers, school health professionals, Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the district's student wellness policy. (42 USC 1758b; 7 CFR 210.31)

To fulfill this requirement, the Superintendent or designee may appoint a school wellness council or other district committee and a wellness council coordinator. The council may include representatives of the groups listed above, as well as health educators, curriculum directors, counselors, before- and after-school program staff, health practitioners, and/or others interested in school health issues.

The wellness council/~~committee~~, guided by Whole School, Whole Community, Whole Child approach, shall advise the district on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the duties of the council/committee may also include the planning, implementation, and evaluation of activities to promote health within the schools or community.

Goals for Nutrition, Physical Activity, and Other Wellness Activities
The Board shall adopt specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. In developing such goals, the Board shall review and consider evidence-based strategies and techniques. (42 USC 1758b; 7 CFR 210.31)

The district's nutrition education and physical education programs shall be based on research, consistent with the expectations established in the state's curriculum frameworks and content standards, and designed to build the skills and knowledge that all students need to maintain a healthy

lifestyle.

The nutrition education program can include, but is not limited to, information about the benefits of healthy eating for learning, disease prevention, weight management, and oral health. Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular educational program, before- and after-school programs, summer learning programs, and school garden programs.

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education and recess and may also be provided through school athletic programs, extracurricular programs, before- and after-school programs, summer learning programs, programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities. (CA Educ. Code 49056)

The Board may enter into a joint use agreement or memorandum of understanding to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity.

Professional development may be regularly offered to the nutrition program director, managers, and staff, as well as health education teachers, physical education teachers, coaches, activity supervisors, and other staff as appropriate to enhance their knowledge and skills related to student health and wellness.

In order to ensure that students have access to comprehensive health services, the district may provide access to health services at or near district schools and/or may provide referrals to community resources.

The Board recognizes that an inclusive, safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students, including bullying on the basis of weight or health condition. (5131.2 BP - Bullying)

The Superintendent or designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. ~~He/she~~ The Superintendent or designee shall promote work-site wellness programs and may provide opportunities for regular physical activity among employees.

Nutrition Guidelines for All Foods Available at School

For all foods and beverages available on each campus during the school day, the district shall adopt nutrition guidelines that are consistent with 42 USC 1758, 1766, 1773, and 1779 and federal regulations and which support the objectives of promoting student health and reducing childhood obesity. (42 USC 1758b)

In order to maximize the district's ability to provide nutritious meals and snacks, all district schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs and after-school snack programs, to the extent possible. When approved by the California Department of Education, the district may sponsor a summer meal program.

The Superintendent or designee shall provide access to free, potable water in the food service area during meal times in accordance with Education Code 38086 and 42 USC 1758, and shall encourage students' consumption of water by educating them about the health benefits of water and by serving water in an appealing manner.

The Board believes that all foods and beverages sold to students at district schools, including those available outside the district's reimbursable food services program, should ~~support the health curriculum and~~ promote optimal health. Nutrition standards adopted by the district for foods and beverages provided through student stores, vending machines, or other venues shall meet or exceed state and federal nutrition standards. The district requires that all foods and beverages sold to students outside of the school meal programs during the school day and extended school day programs will, at a minimum, consider the Smart Snacks checklist.

The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes. ~~He/she~~ The Superintendent or designee also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior. The District encourages schools to use fundraisers that promote physical activity (e.g., walk-a-thons, Jump Rope for Heart or fun runs). (Education Code 8993)

School staff shall encourage parents/guardians or other volunteers to support the district's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible.

To reinforce the district's nutrition education program, the Board prohibits the marketing and advertising of foods and beverages that do not meet nutrition standards for the sale of foods and beverages on campus during the school day. (Education Code 49431.9; 7 CFR 210.31)

Program Implementation and Evaluation

The Superintendent designates the individual(s) identified below as the individual(s) responsible for ensuring that each school site complies with the district's wellness policy. (42 USC 1758b; 7 CFR 210.31)

Assistant Superintendent, Educational Services 650-526-3500

The Superintendent or designee shall assess the implementation and effectiveness of this policy at least once every three years. (42 USC 1758b; 7 CFR 210.31)

The assessment shall include the extent to which district schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy. (42 USC 1758b)

The Superintendent or designee shall invite feedback on district and school wellness activities from food service personnel, school administrators, the wellness council/committee, parents/guardians, students, teachers, before- and after-school program staff, and/or other appropriate persons.

The Board and the Superintendent or designee shall establish indicators that will be used to measure the implementation and effectiveness of the district activities related to student wellness. Such indicators may include, but are not limited to:

1. Descriptions of the district's nutrition education, physical education, and health education curricula and the extent to which they align with state academic content standards and legal requirements

2. An analysis of the nutritional content of school meals and snacks served in all district programs, based on a sample of menus and production records

3. Student participation rates in all school meal and/or snack programs, including the number of students enrolled in the free and reduced-price meals program compared to the number of students eligible for that program

4. Extent to which foods and beverages sold on campus outside the food services program, such as through vending machines, student stores, or fundraisers, comply with nutrition standards

5. Extent to which other foods and beverages that are available on campus during the school day, such as foods and beverages for classroom parties, school celebrations, and rewards/incentives, comply with nutrition standards

6. When applicable by the state, participation in the state's physical fitness test at applicable grade levels

7. Number of minutes of physical education offered at each grade span.

8. A description of district efforts to provide additional opportunities for physical activity outside of the physical education program

9. Student behavioral, social-emotional, ~~or~~ attendance improvement data, or other district program data.

10. A description of other districtwide or school-based wellness activities offered, including the number of sites and/or students participating, as appropriate

11. Stakeholder input, including student voice, regarding health education, physical education and activity, health services, nutrition services, psychological and counseling services, and a safe, healthy, and inclusive school environment.

As feasible, the assessment report may include a comparison of results across multiple years, a comparison of district data with the county, statewide, or national data, and/or a comparison of wellness data with other student outcomes such as academic indicators or student discipline rates.
In addition, the Superintendent or designee shall prepare and maintain the proper documentation and records needed for the administrative review of the district's wellness policy conducted by the California Department of Education (CDE) every three years.

The assessment results of both the district and state evaluations shall be submitted to the Board for the purposes of evaluating policy and practice, recognizing accomplishments, and making policy adjustments as needed to focus district resources and efforts on actions that are most likely to make a positive impact on student health and achievement.

Notifications
The Superintendent or designee shall inform the public about the content and implementation of the district's wellness policy and shall make the policy, and any updates to the policy, available to the

public on an annual basis. ~~He/she~~ The Superintendent or designee shall also inform the public of the district's progress towards meeting the goals of the wellness policy, including the availability of the triennial district assessment. (Education Code 49432; 42 USC 1758b; 7 CFR 210.31) Specific annual goals as required by 7 CFR 210.31 may be identified and updated through District Strategic Plan communications.

The Superintendent or designee shall distribute this information through the most effective methods of communication, including district or school newsletters, handouts, parent/guardian meetings, district and school websites, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health and wellness and academic performance.
Each school may post a summary of nutrition and physical activity laws and regulations prepared by the CDE.

Records
The Superintendent or designee shall retain records that document compliance with 7 CFR 210.31, including, but not limited to, the written student wellness policy, documentation of the triennial assessment of the wellness policy for each school site, and documentation demonstrating compliance with the community involvement requirements, including requirements to make the policy and assessment results available to the public. (7 CFR 210.31)

Non-Discrimination Statement
In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

1. Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Mail Stop 9410
   Washington, D.C. 20250-9410

2. Fax: (202) 690-7442; or

3. Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Policy Reference Disclaimer: The following 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 References Description
5 CCR 15500-15501 Food sales by student organizations
5 CCR 15510 Mandatory meals for needy students
5 CCR 15530-15535 Nutrition education
5 CCR 15550-15565 School lunch and breakfast programs
Ed. Code 33350-33354 CDE responsibilities re: physical education
Ed. Code 38086 Free fresh drinking water
Ed. Code 49430-49434 Nutrition standards
Ed. Code 49490-49494 School breakfast and lunch programs
Ed. Code 49500-49505 School meals
Ed. Code 49510-49520 Duffy-Moscone Family Nutrition Education and Services Act of 1970
Ed. Code 49530-49536 Child Nutrition Act

State References Description
Ed. Code 49540-49546 Child care food program
Ed. Code 49547-49548.3 Comprehensive nutrition services
Ed. Code 49550-49562 Meals for needy students
Ed. Code 49565-49565.8 California Fresh Start pilot program
Ed. Code 49570 National School Lunch Act
Ed. Code 51210 Areas of study
Ed. Code 51210.1-51210.2 Physical education, grades 1-6
Ed. Code 51210.4 Nutrition education
Ed. Code 51220 Areas of study, grades 7 to 12
Ed. Code 51222 Physical education
Ed. Code 51223 Physical education, elementary schools
Ed. Code 51795-51798 School instructional gardens
Ed. Code 51880-51921 Comprehensive health education

Federal References Description
42 USC 1751-1769j National School Lunch Program
42 USC 1758b Local wellness policy
42 USC 1771-1793 Child nutrition
42 USC 1773 School Breakfast Program
42 USC 1779 Rules and regulations, Child Nutrition Act
7 CFR 210.1-210.33 National School Lunch Program
7 CFR 210.31 Wellness policy
7 CFR 220.1-220.22 National School Breakfast Program

Management Resources References Description
California Department of Education 01-05 Guidelines for Piloting Textbooks and Publication Instructional Materials, rev.
California Project Lean Publication Policy in Action: A Guide to Implementing Your Local School Wellness Center for Collaborative Solutions Changing Lives, Saving Lives: A Step-by-Step Guide to Developing Centers for Disease Control&Prevention Acute Concussion Evaluation (ACE) Care Plan, 2006 Publication

Court Decision A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455
CSBA Publication A Governance Perspective: Interviews with School Board Members from the Nine Linked Learning Initiative School Districts, March 2014

Management Resources References Description
Federal Register 70 Fed. Reg. 29727 Constitution Day and Citizenship Day (2005)
National Assoc of State Boards of Pub Fit, Healthy and Ready to Learn, rev. 2012
Education Accommodating Children with Special Dietary
U.S. Dept of Agriculture Publication Needs in the School Nutrition Programs: Guidance for School Food Service Staff, 2001
Website AASA The School Superintendents Association
https://simbli.eboardsolutions.com/SU/MOaF8AO8 cslshSlfGc13QQoEQ==

Legal Reference:
EDUCATION CODE
33350-33354 CDE responsibilities re: physical education
38086 Free fresh drinking water
49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001
49490-49494 School breakfast and lunch programs
49500-49505 School meals
49510-49520 Nutrition
49530-49536 Child Nutrition Act
49540-49546 Child care food program
49547-49548.3 Comprehensive nutrition services
49550-49562 Meals for needy students
49565-49565.8 California Fresh Start pilot program
49570 National School Lunch Act
51210 Course of study, grades 1-6
51210.1-51210.2 Physical education, grades 1-651210.4 Nutrition education
51220 Course of study, grades 7-11
51222 Physical education
51223 Physical education, elementary schools
51795-51798 School instructional gardens
51880-51921 Comprehensive health education
CODE OF REGULATIONS, TITLE 5
15500-15501 Food sales by student organizations
15510 Mandatory meals for needy students
15530-15535 Nutrition education
15550-15565 School lunch and breakfast programs
UNITED STATES CODE, TITLE 42
1751-1769j National School Lunch Program, especially:
1758b Local wellness policy
1771-1793 Child Nutrition Act, especially:
1773 School Breakfast Program
1779 Rules and regulations, Child Nutrition Act
CODE OF FEDERAL REGULATIONS, TITLE 7
210.1-210.33 National School Lunch Program, especially:
210.30 Wellness policy
220.1-220.22 National School Breakfast Program

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Action) Education Enhancement Reserve - Shoreline

Estimated Time:

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

Background:
The 2025 Education Enhancement Reserve Joint Powers Agreement (EER JPA) is a long-term partnership between the Shoreline Regional Park Community and the Mountain View Whisman and Mountain View Los Altos Union High School Districts. Its purpose is to provide sustainable funding that supports the educational and technological capacity of students who reside in and serve the workforce needs of the Shoreline area. This agreement builds upon decades of collaboration and previous EER agreements dating back to 2006, aiming to enhance local educational services in response to ongoing development and community needs.
Beginning in fiscal year 2025–26, the agreement outlines a structured payment system from the Shoreline Community to the school districts, including a baseline annual payment adjusted for property tax growth and an additional payment tied specifically to new residential development in the Shoreline area. Payments will be deposited into a restricted Education Enhancement Reserve and may be used by the districts for a range of purposes, including technology infrastructure, instructional support, program development, and facilities impacted by enrollment growth and traffic. The agreement also provides for a one-time additional payment in the first year to support implementation.
This updated agreement remains in effect through June 30, 2035, with provisions for potential extension. It includes safeguards such as payment suspension in the event of significant fiscal emergencies or unmet obligations, as well as clauses preventing legal or legislative actions by either party that would disrupt the existing Shoreline financing structure. The agreement reflects a shared commitment to supporting high-quality education as a driver for economic growth and community well-being. The funds provided through the EER continue to play a vital role in enabling the districts to deliver innovative programs in an evolving and resource-intensive educational landscape.

Fiscal Implication:
Current FY 2025-26 estimated payment is $7,570,931

Recommended Action:
It is recommended that the board of trustees approve the Education Enhancement Reserve Joint Powers Agreement.

ATTACHMENTS:

Description	Type	Upload Date
2025 EER	Backup Material	5/22/2025

EDUCATION ENHANCEMENT RESERVE
JOINT POWERS AGREEMENT

THIS EDUCATION ENHANCEMENT RESERVE JOINT POWERS AGREEMENT ("Agreement") is dated for identification this ____ day of _____ 2025, and is entered into by and between the SHORELINE REGIONAL PARK COMMUNITY, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter referred to as "SHORELINE COMMUNITY"), and the MOUNTAIN VIEW LOS ALTOS UNION HIGH SCHOOL DISTRICT, a California public school district in Santa Clara County, California, and the MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, a California public school district in Santa Clara County, California (hereinafter referred to collectively as "DISTRICTS"). SHORELINE COMMUNITY and DISTRICTS shall be hereinafter referred to collectively as "the Parties" or individually as "Party."

WITNESSETH:

A. WHEREAS, SHORELINE COMMUNITY was formed in 1969 and continues in its development phase. SHORELINE COMMUNITY is dedicated to enhancing the overall strength and vitality of the region, including the public schools that serve the Mountain View community; and

B. WHEREAS, in 1977, the SHORELINE COMMUNITY Board of Directors approved and adopted the North Bayshore Area Plan ("Shoreline Area Plan") to accomplish the purposes of the 1969 legislation ("Shoreline Act") that created the SHORELINE COMMUNITY; and

C. WHEREAS, the Shoreline Area Plan describes the then-existing land uses in the SHORELINE COMMUNITY, the vision of SHORELINE COMMUNITY development, including the proposed land uses and the public facilities and services required to serve the proposed development, and the related uses of SHORELINE COMMUNITY funds; and

D. WHEREAS, the Shoreline Area Plan states that it is subject to periodic review and updating as new information, potentials or constraints emerge; and

E. WHEREAS, the SHORELINE COMMUNITY intends to update the Shoreline Area Plan to address the increased demand for infrastructure, school district facilities, affordable housing, and services generated by new development in the SHORELINE COMMUNITY, including the need for high-quality technological education created by residential development and that will contribute to the sound and economic growth of the SHORELINE COMMUNITY; and

F. WHEREAS, the CITY OF MOUNTAIN VIEW (hereinafter referred to as "CITY") and DISTRICTS have a long history of collaboration on programs and facilities for the betterment of the Mountain View community. The collaborations have included CITY staffing and resources that benefit both DISTRICTS and the broader Mountain View community simultaneously, such as staffing and maintenance of sports centers; scheduling of athletic fields; Library programs such as teen services, Summer Reading program, and Mobile Library Services; maintenance of playing fields at elementary and middle schools; and provision of CITY-owned land for high school use. Additionally, CITY has provided subsidies, discounted fees, or staffing and resources that directly benefit DISTRICTS, such as Police services through School Resource Officers and the Crossing Guard program; the Safe Routes to School Program; fire safety education and emergency preparedness services; the "Beyond the Bell" after-school program at four (4) elementary schools and one (1) middle school, "the BEAT" after-school program at another middle school, and access to golf course and performing arts programs. CITY and the Mountain View Whisman School District also collaborated on the award-winning Graham Reservoir/Sports Field project and the 777 Middlefield Road teacher/City staff housing project; and

G. WHEREAS, SHORELINE COMMUNITY recognizes that there is a financial impact on DISTRICTS from the existence of SHORELINE COMMUNITY. DISTRICTS recognize the continuing and perpetual nature of SHORELINE COMMUNITY in meeting critical environmental, open space and recreation needs of the Mountain View community and the South Peninsula region as a whole; and

H. WHEREAS, SHORELINE COMMUNITY seeks to collaborate with DISTRICTS to foster and develop educational programs for DISTRICTS' students. SHORELINE COMMUNITY is one of the most significant high-technology locations in the world. The ability of SHORELINE COMMUNITY to continue to play such a critical role depends, in part, on quality schools attracting the necessary employment base to SHORELINE COMMUNITY, as well as providing a locally available supply of highly trained and skilled employees; and

I. WHEREAS, SHORELINE COMMUNITY and DISTRICTS have identified a three-party agreement approach to assist DISTRICTS with DISTRICTS' technology education and other educational programs which support the vitality of SHORELINE COMMUNITY;

J. WHEREAS, SHORELINE COMMUNITY and DISTRICTS entered into an initial agreement in 2006 ("2006 Agreement") in order to create an Education Enhancement Reserve to provide funds to enhance the educational and technical capacity of students in DISTRICTS; and

K. WHEREAS, SHORELINE COMMUNITY and DISTRICTS entered into an amendment to the 2006 Agreement in 2011 to provide additional funding to DISTRICTS for a three (3) year period to temporarily mitigate the State of California's reduced funding to public schools; and

L. WHEREAS, the Parties entered into a ten-year successor agreement dated June 20, 2013 for identification, to continue an Education Enhancement Reserve in which funds would

be used to enhance the educational and technology capacity of students in DISTRICTS' schools who, in turn, would contribute to the availability of a local technology workforce necessary to further SHORELINE COMMUNITY objectives (as amended, "2013 Agreement"); and

M. WHEREAS, in December 2017, the Mountain View City Council adopted the North Bayshore Precise Plan ("NBPP"), which allows for the creation of new residential neighborhoods and up to nine thousand eight hundred fifty (9,850) housing units in the area governed by the NBPP; and

N. WHEREAS, recognizing the increase in school enrollment that would result when such housing was developed, the NBPP includes Policy 5 (Funding for Schools) of Section 3.4.5 (Local School Policies); and

O. WHEREAS, this Policy 5 states that the Parties shall develop an agreement to allocate revenue related to growth in assessed value due to new residential development pursuant to the annual tax allocation for each school district; and

P. WHEREAS, SHORELINE COMMUNITY and the DISTRICTS worked together to develop an amendment to Section 3.4 (Property Tax Revenue Calculations and Payment) of the 2013 Agreement in accordance with Policy 5 in which DISTRICS receive their full tax rate allocation on property tax revenue derived from new residential development in the SHORELINE COMMUNITY; and

Q. WHEREAS, the Amendment to Education Enhancement Reserve Joint Powers Agreement, dated September 5, 2019 for identification, was approved by the SHORELINE COMMUNITY Board on June 25, 2019, by the MOUNTAIN VIEW LOS ALTOS UNION HIGH SCHOOL DISTRICT Board on September 3, 2019, and the MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT Board on September 5, 2019; and

R. WHEREAS, the Parties entered into a one-year successor agreement, dated May 30, 2023 for identification, to extend the Education Enhancement Reserve and continue payments to each of the Districts while the Parties negotiated a longer-term successor agreement ("2023 One-Year Agreement"); and

S. WHEREAS, on October 10, 2023, the Shoreline Community authorized amendment of the "2023 One-Year Agreement" for the purpose of extending the Minimum and Adjustment Payments to the DISTRICTS through June 30, 2027, to provide the assurance of continued payments required by the County Office of Education; and

T. WHEREAS, the Parties have expressed an interest to enter into a long-term agreement that meets the purposes and obligations of the SHORELINE COMMUNITY and supports the DISTRICTS in fulfilling their critical role in providing education services to the future residents of the SHORELINE COMMUNITY; and

U. WHEREAS, SHORELINE COMMUNITY and DISTRICTS have successfully collaborated for decades to foster and develop educational programs for DISTRICTS' students; and

V. WHEREAS, SHORELINE COMMUNITY and DISTRICTS intend to continue and increase collaboration with the support of SHORELINE COMMUNITY through this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein agreed, the parties hereto agree as follows:

ARTICLE I—PURPOSE

To further SHORELINE COMMUNITY objectives and provide for substantial contributions by SHORELINE COMMUNITY to the sound and economic growth of the Shoreline Community, it is the purpose of this Agreement to create an Education Enhancement Reserve in which funds provided by SHORELINE COMMUNITY shall be used to improve, rehabilitate, develop, or redevelop school district facilities that serve the residents of the SHORELINE COMMUNITY and enhance the educational and technology capacity of students in DISTRICTS' schools that serve the residents and workforce needs of the SHORELINE COMMUNITY.

ARTICLE II—AGREEMENT ADMINISTRATION

To achieve the purpose of this Agreement, the Parties are accorded the duties:

2.1 This Agreement will be administered through the SHORELINE COMMUNITY Manager, and/or their designees. In addition, DISTRICT and SHORELINE COMMUNITY staff will work collaboratively to ensure that all elements of the Agreement are effectuated on an annual basis. In the event issues arise that cannot be resolved at the staff level a meeting will be called comprised of the Superintendent of each of the DISTRICTS and the SHORELINE COMMUNITY Manager.

ARTICLE III—PAYMENTS

3.1 Except as provided in Article IV, the SHORELINE COMMUNITY Manager shall include payments described in this Article in the annual budget of SHORELINE COMMUNITY. The payments will be facilitated through a restricted reserves ("Education Enhancement Reserve") to be maintained by the Treasurer of SHORELINE COMMUNITY on DISTRICTS' behalf.

3.2 Beginning Fiscal Year 2025-26, an annual payment will be made by December 31 each year which will be calculated by adjusting the prior year (e.g., Fiscal Year 2024-25) payment

by the same percentage change in property tax revenues (excluding new residential property values) compared to the preceding fiscal year (e.g., Fiscal Year 2023-24).

a. One-Time Additional Payment: On or before December 31, 2025, DISTRICTS will receive a One-Time Additional Payment for Fiscal Year 2025-26 equal to one hundred percent (100%) of the calculated prior year percentage change dollar amount (excluding new residential property values) in property tax revenues compared to the preceding fiscal year as calculated in Section 3.2..

3.3 New Residential Property Tax Payment (NR-PTP): In addition to the above Payment (Section 3.2), and One-Time Additional Payment (Section 3.2a.), an annual NR-PTP shall be made based on the residential property development in the Shoreline Community that occurs after the December 12, 2017 adoption of the North Bayshore Precise Plan (Policy 3.4.5.5) (hereinafter New Residential Development).

The first NR-PTP will be made by December 31 of the fiscal year following the addition of New Residential Development assessed value (AV) to the Santa Clara County (County) July 1 tax roll (Tax Roll) (e.g., the July 1, 2024 Tax Roll is for Fiscal Year 2024-25, and any payment from new residential development would be made by December 31, 2025).

In Year 1, the New Residential Development AV shall be calculated by subtracting the Base Residential AV Year 0, as adjusted by the California Consumer Price Index (CCPI) (see Example C in Attachment 1), from the total residential Tax Roll AV. Base Residential Tax Roll AV shall mean the residential Tax Roll AV shown on the Tax Roll prior to the addition of new residential AV due to New Residential Development. The New Residential Development AV will then be multiplied by the one percent (1%) tax increment rate to determine the New Residential Property Tax Revenues. New Residential Property Tax Revenues will then be multiplied by the Increment Allocation Factor (IAF) for the largest tax rate area (TRA) in the SHORELINE COMMUNITY, currently TRA 05-004, as established and provided by the County, for each DISTRICT for the applicable fiscal year to determine the NR-PTP.

Each subsequent fiscal year, the Base Residential AV from the prior fiscal year will be multiplied by the annual CCPI, or other inflationary factor utilized by the County to adjust the tax roll, to determine the Base Residential AV to be used to calculate the NR-PTP.

Attachment 1 to this Agreement includes an example for how the NR-PTP will be calculated for illustrative purposes, using fictitious numbers.

3.4. DISTRICTS shall use payments for expenditures consistent with the goals of this Agreement. Expenditures shall include, without limitation, the following: (1) acquisition of materials, equipment, and licenses to provide students and staff with access to current and regularly updated technological tools, resources, and infrastructure; (2) materials, equipment, licenses, personnel, and consultants in support of student preparation for further education and

the development of skills considered critical for the success of businesses and operations in SHORELINE COMMUNITY; (3) costs reasonably associated with the impact of SHORELINE COMMUNITY on DISTRICTS' students, schools, and facilities, including, without limitation, impact on student enrollment, traffic, and safety; and (4) creating and maintaining learning environments that provide academic rigor and foster 21st Century Learning Skills such as critical thinking and problem solving, collaboration and leadership, initiative and entrepreneurialism, and effective communication. Draw-downs from the Education Enhancement Reserve may be treated as grant to DISTRICTS.

ARTICLE IV—SUSPENSION OF PAYMENT AND AMENDMENT

4.1 Suspension of Payment: All obligations made pursuant to this Agreement are expressly subordinate to SHORELINE COMMUNITY's existing and future debt obligations that are secured by a pledge of tax increment, including future debt service obligations for debt that is yet to be issued. SHORLINE COMMUNITY's existing and future debt obligations have first call and priority on all SHORLINE COMMUNITY REVENUES.

Payments made pursuant to this Agreement may be suspended in whole or in part in the event of a financial, environmental, natural, or other disaster that preempts SHORELINE COMMUNITY's ability to make the payments. This determination shall be made solely and exclusively by SHORELINE COMMUNITY. Any suspension of payment pursuant to this provision shall be communicated by written notice from SHORELINE COMMUNITY to DISTRICTS no less than one (1) year prior to the intended date of suspension of payment.

4.2 Potential Claims for Revenues and Amendment: The payments set forth pursuant to this Agreement are exclusive and in lieu of any other potential claims for revenues from SHORELINE COMMUNITY for the term of this Agreement. In the event that the net benefit of the payments is diminished in whole or in part by the manner in which DISTRICTS are funded or are required to report these payments, this Agreement will need to be amended, if possible, before future payments are made. If the Parties cannot agree on an amendment, SHORELINE COMMUNITY reserves the right to discontinue payments until an acceptable amendment, if any, can be agreed upon by the Parties.

4.3 In consideration of the payments provided by SHORELINE COMMUNITY to the Education Enhancement Reserve in this Agreement, the SHORELINE COMMUNITY's specific commitments set forth in Section 4.1 of this Agreement, and the stated intent of SHORELINE COMMUNITY and the DISTRICTS to enter into a longer-term agreement that meets the purposes and obligations of the SHORELINE COMMUNITY and supports the DISTRICTS in fulfilling their critical role in providing education services to the future residents of the SHORELINE COMMUNITY, DISTRICTS covenant that DISTRICTS will not take any action or cause any action to be taken, including actions at law or administrative or legislative action to overturn, revoke, or change the financial structure of SHORELINE COMMUNITY provided in the Mountain View Shoreline Regional Park Community Act ("Shoreline Act") for the duration of this Agreement.

Furthermore, DISTRICTS understand and agree the payments described in Article III of this Agreement shall be modified as set forth herein if any of the following occur:

4.3.1. If subsequent events result in either DISTRICT receiving its full property tax allocation that would have been allocated by law to such DISTRICT in the absence of the existence of SHORELINE COMMUNITY, then each DISTRICT which received its full property tax allocation during a fiscal year shall not receive the payment described in Article III of this Agreement for that fiscal year; and/or

4.3.2. If a restructuring of SHORELINE COMMUNITY tax structure occurs, through legislative or legal changes, which results in the transfer to either DISTRICT of revenues historically received by SHORELINE COMMUNITY, the payment to each DISTRICT required under Article III of this Agreement will be reduced dollar-for-dollar equal to the amount of that transfer received by such DISTRICT during such fiscal year; and/or

4.3.3. If either DISTRICT files a legal challenge to the existence of SHORELINE COMMUNITY or the validity of any provision of the Shoreline Act or proposes legislation to overturn, revoke, or change the financing structure of SHORELINE COMMUNITY, or causes such action to be taken, in violation of the first paragraph of this Section 4.4, then the payment described under Article III of this Agreement to DISTRICT which filed the legal challenge, proposed the legislation, or caused such action to be taken, shall be suspended until such challenge or proposed legislation has been finally resolved.

4.4 Subject to Section 4.1 above and in the event that a third party files a legal challenge to the existence of SHORELINE COMMUNITY or the validity of any provision of the Shoreline Act or proposes legislation to overturn, revoke, or change the financing structure of SHORELINE COMMUNITY, the Parties hereto agree to meet and confer with each other to discuss the potential fiscal implications of such legal challenge or proposed legislation on SHORELINE COMMUNITY and SHORELINE COMMUNITY's ability to carry out its obligations hereunder.

ARTICLE V—DURATION

5.1 Term and Termination: This Agreement shall become effective upon execution by all Parties and shall supersede any prior agreements. This Agreement shall continue in full force and effect until June 30, 2035, provided SHORELINE COMMUNITY remains in existence. This Agreement may be extended by written agreement of all Parties on the same or different terms negotiated by the Parties so long as the Parties continue to negotiate in good faith.

ARTICLE VI—GENERAL PROVISIONS

6.1 Severability: It is hereby declared to be the intention of the signatories to this Agreement that the paragraphs, sentences, clauses, and phrases of this Agreement are severable and if any phrase, clause, sentence, paragraph, or article of this Agreement shall be declared unconstitutional or invalid for any reason by the valid judgment or decree of a court of

competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining paragraphs, clauses, phrases, sentences, and articles of this Agreement.

6.2 Notices: All notices required or given pursuant to this Agreement shall be deemed properly served when deposited, postage prepaid, in the United States Mail, addressed as follows:

To: SHORELINE COMMUNITY:

Shoreline Community Manager
Shoreline Regional Park Community
500 Castro Street
P.O.Box 7540
Mountain View, CA 94039-7540

To: MOUNTAIN VIEW LOS ALTOS UNION HIGH SCHOOL DISTRICT:

Superintendent
Mountain View Los Altos Union High School District
1299 Bryant Avenue
Mountain View, CA 94040

To: MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT:

Superintendent
Mountain View Whisman School District
750 San Pierre Way, Suite A
Mountain View, CA 94043

6.3 Nonreliance: SHORELINE COMMUNITY and DISTRICTS remain independent entities, and no covenant or representation contained herein shall be interpreted to require any action or forbearance by any party contrary to the independent will or action of said agency.

6.4 Amendment: This Agreement may be amended in writing and signed by all the Parties.

6.5 Entire Agreement: This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.

6.6 Public Records: The Parties recognize and acknowledge that SHORELINE COMMUNITY is subject to the California Public Records Act, California Government Code Section 7920.000 and following. Public records are subject to disclosure.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement.

SHORELINE REGIONAL PARK COMMUNITY:

By: _____
Manager

APPROVED AS TO CONTENT:

_____
Community Manager

FINANCIAL APPROVAL:

_____
Treasurer

APPROVED AS TO FORM:

_____
Counsel

MOUNTAIN VIEW LOS ALTOS UNION HIGH SCHOOL DISTRICT:

By: _____
Superintendent

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT:

By: _____
Superintendent

Attachment 1

Examples for the New Residential Property Tax Payment

The NR-PTP will be calculated as follows (all numbers are for illustrative purposes only and are not to be considered a projection):

Illustrative Example A Year 1—Calculation of New Residential Property Tax Revenues

Total Residential Tax Roll AV Year 1	$138,600,000
Base Residential AV Year 0 (adjusted by CCPI)	(38,600,000)
Residential Development AV Year 1	$100,000,000
Tax Increment Rate	1.0%
Residential Property Tax Revenues Year 1	$1,000,000

Illustrative Example B Year 1—Calculation of NR-PTP

	MVWSD	MVLAUHSD
Increment Allocation Factor	23.76%	15.21%
NR-PTP (by the following December 31)	$237,600	$152,100

Illustrative Example A Year 2—Calculation of New Residential Property Tax Revenues

Total Residential Tax Roll AV Year 2	$238,600,000
Base Residential AV Year 1 (adjusted by CCPI)	(39,372,000)
Residential Development AV Year 2	$199,228,000
Tax Increment Rate	1.0%
Residential Property Tax Revenues Year 2	$1,992,280

Illustrative Example B Year 2—Calculation of NR-PTP

	MVWSD	MVLAUHSD
Increment Allocation Factor	23.76%	15.21%
NR-PTP (by the following December 31)	$473,366	$303,026

Illustrative Example A Year 3—Calculation of New Residential Property Tax Revenues

Total Residential Tax Roll AV Year 3	$300,000,000
Base Residential AV Year 2 (adjusted by CCPI)	(40,159,440)
Residential Development AV Year 3	$259,840,560
Tax Increment Rate	1.0%
Residential Property Tax Revenues Year 3	$2,598,406

Illustrative Example B Year 3—Calculation of NR-PTP

	MVWSD	MVLAUHSD
Increment Allocation Factor	23.76%	15.21%
NR-PTP (by following the December 31)	$617,381	$395,217

Illustrative Example A Year 4—Calculation of New Residential Property Tax Revenues

Total Residential Tax Roll AV Year 4	$400,000,000
Base Residential AV Year 3 (adjusted by CCPI)	(39,757,846)
Residential Development AV Year 4	$360,242,154
Tax Increment Rate	1.0%
Residential Property Tax Revenues Year 4	$3,602,422

Illustrative Example B Year 4—Calculation of NR-PTP

	MVWSD	MVLAUHSD
Increment Allocation Factor	23.76%	15.21%
NR-PTP (by the following December 31)	$855,935	$547,928

Illustrative Example A Year 5—Calculation of New Residential Property Tax Revenues

Total Residential Tax Roll AV Year 5	$500,000,000
Base Residential AV Year 4 (adjusted by CCPI)	(40,155,424)
Residential Development AV Year 5	$459,844,576
Tax Increment Rate	1.0%
Residential Property Tax Revenues Year 5	$4,598,446

Illustrative Example B Year 5—Calculation of NR-PTP

	MVWSD	MVLAUHSD
Increment Allocation Factor	23.76%	15.21%
NR-PTP (by the following December 31)	$1,092,591	$699,424

Illustrative Example C—Calculation of Base Residential AV (Following Year 1)

Base Residential Tax Roll AV Year 0	$38,600,000
Base Residential AV Year 1 (assume 2.0% CCPI)	$39,372,000
Base Residential AV Year 2 (assume 2.0% CCPI)	$40,159,440
Base Residential AV Year 3 (assume negative 1.0% CCPI)	$39,757,846
Base Residential AV Year 4 (assume 1.0% CCPI)	$40,155,424

Adjustment to the Percentage Change in Property Tax Revenues for the Calculation of the PTP

Beginning in the first year a NR-PTP is made, and every year thereafter, the property tax revenues calculated in Section 3.2 of the Education Enhancement Reserve Joint Powers Agreement shall be reduced by the New Residential Property Tax Revenues calculated in Section 3.3 of the Education Enhancement Reserve Joint Powers Agreement in order to prevent a double-counting of the property tax revenues that is the result of New Residential Development. The PTP shall be calculated annually by multiplying the prior fiscal year PTP by the adjusted percentage growth in property tax revenues as shown below, and subject to the provisions in Section 3.2 of the Education Enhancement Reserve Joint Powers Agreement.

An example of the calculations to adjust the percentage change in property tax revenues and calculate the total payments under Section 3.3 of the Education Enhancement Reserve Joint Powers Agreement is as follows (numbers are used for illustrative purposes only and are not to be considered a projection):

Illustrative Example D Year 1—Calculation of Adjusted % Change in Property Tax Revenues

Property Tax Revenues Received Year 0	$45,000,000
Property Tax Revenues Received Year 1	$50,000,000
Less New Residential Property Tax Revenues Year 1	($1,000,000)
Net Property Tax Revenues Year 1	$49,000,000
Adjusted Percentage Change from Year 0 to Year 1	8.9%

Illustrative Example E Year 1—Calculation of Total Payments under Section 3.3

	MVWSD	MVLAUHSD
PTP Year 0	$4,000,000	$2,600,000
Adjusted Percentage Change (see Ex D Year 1)	8.9%	8.9%
PTP Year 1	$4,356,000	$2,831,400
NR-PTP Year 1 (see Example B)	237,600	152,100
Total Payments under Section 3.3 Year 1	$4,593,600	$2,983,500

Illustrative Example D Year 2—Calculation of Adjusted % Change in Property Tax Revenues

Net Property Tax Revenues Received Year 1	$49,000,000
Property Tax Revenue Received Year 2	$55,000,000
Less New Residential Property Tax Revenues Year 2	($1,992,280)
Net Property Tax Revenues Year 2	$53,007,720
Adjusted Percentage Change from Year 1 to Year 2	8.2%

Illustrative Example E Year 2—Calculation of Total Payments under Section 3.3

	MVWSD	MVLAUHSD
PTP Year 1	$4,356,000	$2,831,400
Adjusted Percentage Change (see Ex D Year 2)	8.2%	8.2%
PTP Year 2	$4,713,192	$3,063,575
NR-PTP Year 2 (see Example B)	473,366	303,026
Total Payments under Section 3.3 Year 2	$5,186,558	$3,366,601

Illustrative Example D Year 3—Calculation of Adjusted % Change in Property Tax Revenues

Net Property Tax Revenues Received Year 2	$53,007,720
Property Tax Revenue Received Year 3	$54,000,000
Less New Residential Property Tax Revenues Year 3	($2,598,406)
Net Property Tax Revenues Year 3	$51,401,594
Adjusted Percentage Change from Year 2 to Year 3	(3.0%)

Illustrative Example E Year 3—Calculation of Total Payments under Section 3.3

	MVWSD	MVLAUHSD
PTP Year 2	$4,713,192	$3,063,575
Adjusted Percentage Change (see Ex. D Year 3)	(3.0%)	(3.0%)
PTP Year 3	$4,571,796	$2,971,668
NR-PTP Year 4 (see Example B)	617,381	395,217
Total Payments under Section 3.3 Year 3	$5,189,177	$3,366,885

Illustrative Example D Year 4—Calculation of Adjusted % Change in Property Tax Revenues

Net Property Tax Revenues Received Year 3	$51,401,594
Property Tax Revenue Received Year 4	$58,000,000
Less New Residential Property Tax Revenues Year 4	($3,602,422)
Net Property Tax Revenues Year 4	$54,397,578
Adjusted Percentage Change from Year 3 to Year 4	5.8%

Illustrative Example E Year 4—Calculation of Total Payments under Section 3.3

	MVWSD	MVLAUHSD
PTP Year 3	$4,571,796	$2,971,668
Adjusted Percentage Change (see Ex. D Year 4)	5.8%	5.8%
PTP Year 4	$4,836,960	$3,144,025
NR-PTP Year 4 (see Example B)	855,935	547,928
Total Payments under Section 3.3 Year 4	$5,692,895	$3,691,953

Illustrative Example D Year 5—Calculation of Adjusted % Change in Property Tax Revenues

Net Property Tax Revenues Received Year 4	$54,397,578
Property Tax Revenue Received Year 5	$64,000,000
Less New Residential Property Tax Revenues Year 5	($4,598,446)
Net Property Tax Revenues Year 5	$59,401,554
Adjusted Percentage Change from Year 4 to Year 5	9.2%

Illustrative Example E Year 5—Calculation of Total Payments under Section 3.3

	MVWSD	MVLAUHSD
PTP Year 4	$4,836,960	$3,144,025
Adjusted Percentage Change (see Ex. D Year 5)	9.2%	9.2%
PTP Year 5	$5,281,960	$3,433,275
NR-PTP Year 5 (see Example B)	1,092,591	699,424
Total Payments under Section 3.3 Year 5	$6,374,551	$4,132,699

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: ITEMS FOR FUTURE AGENDAS

Agenda Item Title: Substitute Update

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: ITEMS FOR FUTURE AGENDAS

Agenda Item Title: Appointment of the MVW Residences Corporation Board of Directors

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: ITEMS FOR FUTURE AGENDAS

Agenda Item Title: Board Governance Handbook

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

Agenda Category: FUTURE BOARD MEETING DATES

Agenda Item Title: Future Board Meeting Dates

Estimated Time:

Person Responsible:

Background:
June 12, 2025

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 5/29/2025

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: